

Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

CITY COUNCIL MEETING AUGUST 27, 2014 5:30 P.M.

Mayor
Maile L. Wilson

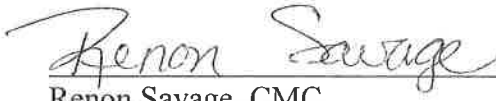
Council Members
Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager
Rick Holman

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

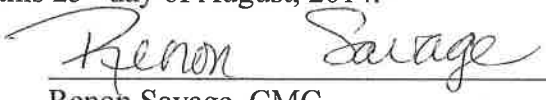
- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 - Introduction of new Parks & Outdoor Facilities Division Manager Austin Bingham
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 - Consent Agenda
 1. Approval of minutes dated August 6 & 13, 2014
 2. Approval of bills dated August 22 & 25, 2014
 3. Approve a cooperative agreement for lease extension with YETI – Kerry Fain/Dan Rodgerson
 4. Approve final plat & bond agreement for Talon Point, Phase 1 – Diversified Properties
 5. Approve revising the Trails Master Plan to include the railroad property – Ben Davidson/Dan Rodgerson
 6. Approve revised Lease Agreement with DFCM in behalf of DCFS for the use of Festival Hall for a rate of \$850 per month – Jason Clark
 7. Approve a Five County Regional hazmat interlocal agreement – Mike Phillips
 8. Approve an amendment to the BLM Lease at the Airport – Kelly Dangerfield
 9. Approve annual signing of contract with the State for dispatch services in the amount of \$156,631 – Chief Allinson
 - Action Agenda
 10. Consider a resolution approving the assignment of an existing cable franchise agreement from Bresnan Communications, LLC to TDS Baja Broadband, LLC – Baja Broadband
 11. Approve a resolution amending the Personnel Policy
 12. Closed Meeting – Reasonably Imminent Litigation & Property Negotiations

Dated this 25th day of August, 2014.


Renon Savage, CMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 25th day of August, 2014.


Renon Savage, CMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

COUNCIL WORK MINUTES
AUGUST 6, 2014

The City Council held a work meeting on Wednesday, August 6, 2014, at 6:07 p.m., in the Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Maile Wilson; Councilmembers: Ron Adams; John Black; Paul Cozzens; Don Marchant; Fred Rowley.

STAFF PRESENT: City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; Finance Director Jason Norris; City Recorder Renon Savage; Police Lt. Keith Millett; Fire Chief Paul Irons; Leisure Services Director Dan Rodgerson; Senior Engineer Jonathan Stathis; Airport Manager Russ Volk; Events Director Byron Linford, Linda Wilson, R. Scott Phillips, Vicki Christian, Roger Addington, Candace Howes, Joanne Brattain, Deborah Snider, Doug Hall, Tracie Sullivan, Holly Coombs.

OTHERS: Betsy Carlile, Robert Cos, Tom Jett, Todd Prince, Rich Gillette, Kerry Fain, Terry Irons, Mauri Bleazard, Kay Kimball, Quintin Reynolds, Tyler Brown, Linda Wilson, R. Scott Phillips, Vicki Christian, Roger Addington, Candace Howes, Joanne Brattain, Deborah Snider, Doug Hall, Tracie Sullivan, Holly Coombs.

CONSIDER A SINGLE EVENT PERMIT FOR A BEER GARDEN ON AUGUST 23, 2014 – CEDAR CITY ELKS: Candace Howes – we do this twice a year as a fundraiser for shoes for kids. Paul – is it the same area? Candace – yes, we just put a permanent carport in for people to set and watch. Paul – they have to control the area where it is served and ID people as they go in. Consent

CONSIDER RECOMMENDED ALLOCATIONS FOR FY 2014-2015 RAP TAX (ARTS) – PAUL BITTMENN: Paul – the City Council budgeted \$146,344 for this year, we had 13 applicants, the total request were \$208,855 the committee has met and made recommendations. A copy is attached as Exhibit “A”.

Joanne Brattain, Chair of RAP Arts Committee - we had about 70% of the requested money to spend. Cedar Community Theatre missed the deadline and Suzuki Strings is a new applicant. One thing we as a group were disappointed about TRT money for Shakespeare, we hoped it would free up more money for the other organizations. We request the TRT be done before we meet next year. We want the money to be spent in the community. We value the organizations such as Shakespeare, and artistic outlet like Children’s Musical Theatre and Cedar City Music Arts. We want the money to benefit the community. Mayor – I want to say thank you to all the members that serve on the RAP committees. Marchant – Joanne does an excellent job, we had wonderful groups come in, it was a cordial approach and there was respect going both ways. They are to be commended. Black – I couldn’t agree with you more to get the TRT squared away, I would like to have the two major players know the amount they are going to get on an annual basis. I shared some information with Staff and Council and was going to make it public, but I have done some rethinking. I had minor tweaks to give the smaller groups

more money. The more I thought about it, the committee worked hard so I am not going to make that recommendation. Rowley – this makes Cedar City what it is, the citizens recognize this and that is why they vote it back in.

Paul – all groups are outside groups, we have a contract they sign, we would like to have approved next week as well, if you approve the form of the contract we will fill in the dollar amounts. Rowley – we received an additional request before the meeting, we want the entities to first seek private donations. Joanne – we agree and have been encouraging the groups to do that. Master Singers and In Jubilo want their concerts to be free, but they now put out donation jars. We investigate a way to have the small groups work together to apply for grants and share costume and sets. The Master of Fine Arts students at SUU, attend a seminar on grants and solicit small organizations of whom to apply for grants, I will supply them the list of groups. Also the Arts Council will conduct a survey to see how many will be interested in sharing resources. Also the prop dept. at Shakespeare and they already share that information. They are looking to make the sets more storable. We are also looking at costumes of visual arts for rent. Rowley – the folks in the Rubik's Cube are they ok. Joanne – at the second meeting he said he thought they would be ok. Marchant – the Master Singers with donation box made over \$3,000 this year. Joanne – we encourage groups to not have this as their sole source of funding. Consent.

CONSIDER RECOMMENDED ALLOCATIONS FOR FY 2014-2015 RAP TAX (PARKS & RECREATION) – PAUL BITTMENN:

Paul – Parks budget \$292,668, requests \$563,056, they had more cutting, you have spread sheets with notes. Main Street Park, Leisure Services requested \$105,000 for a variety of projects, the board recommended \$35,000 and cut down the projects. Mauri Bleazard is the Chair of the Board. Mauri – it is amazing to see the groups and representatives, they work hard to make the City a better place. Black – I have one concern with one item, not specific to the item, but the one with the Wildlife, I have a hard time supporting any project that does not have a completion to the project or funding for the entire project to make sure it happens. To give \$20,000 to move dirt and put pipes in, I want a time frame on when they can complete. I would make the suggestion that until they come in to short funding that the \$20,000 go to Main Street Park or the Trails, Rick informed us today that we had negotiations with Union Pacific, and they want to sell the property back that we donated to them years ago at fair market value. Mauri – that is valid, the reason we voted as we did, there is service and North Elementary wanting to use this. There are people that will support the project. Rowley – is it possible if they have the starter money they can go to other people for money to complete. Mauri – they have other funds and get money from other places. Rowley – can we say you can't use the money if you don't have money to complete the project? Paul – the improvements must be done within one year, we can say we are the last money in. Rowley – can we give them 9 months and if you don't have the money it goes back to the other entities. Paul – we can propose something like that. Martin said they are far along on their designs. Rowley – I am going to their meeting on Friday, can I ask them where they are? Paul – I think they have money to complete this project. Marui – is it done next week? Paul – if we award the money and they say no thanks, it would come back to you. Rowley – can I find out their structure and report

back next week. Yes. I don't want to spend \$20,000 and have nothing for it. It would be a great benefit to have restrooms up there. Cozzens – I agree with John's position on this. I have a question with RAP Tax money from last year, did YETI have money left? Kerry Fain – we are putting sidewalks in right now. Black – thank you for your work.

CONSIDER RFP'S FOR AUDIT ENGAGEMENT SERVICES FOR FISCAL YEARS 2014-2016 – JASON NORRIS:

Jason – we sent out a request for proposals, we had a 3 year agreement with Hinton Burdick that has expired. We met as a committee and reviewed the five proposals that we received. We had criteria and the firm we are recommending is Kimball and Roberts. Rowley – there was a spade of City Treasurer fraud that happened in Washington County a decade ago, I was talking to an auditor and asked why they don't find that and they said that is not their job. I think they should look for that stuff, am I up in the night. Jason – we have to clarify what they are looking for, they are testing receipts, balances, they don't specifically look for fraud, but that is part of the testing procedures. Rowley – do you add to their bid to have them check that? Jason – they would spend additional time. Cozzens – I want to disclose that I have had dealings with Kimball and Roberts with Central Iron County Water Conservancy District and I also have worked with Hinton Burdick with by personal and business taxes. I have concerns with your recommendation. They are about \$7,100 lower on the bid, but I did some research on Hinton Burdick on hours spent in the past and it is average 320 hours and when you took over the reins when Jace left they spent over 420 hours to get you up to speed. I don't think we are bidding apples to apples; they are bidding 180 hours at \$120 per hour and Hinton Burdick is 326 hours at \$80 per hours. Marchant – we are dealing with local entitles, and causes us to take a second look. Jason – Hinton Burdick has done a great job. Cozzens – if you take 326 hours historically and multiply by their rate it is over \$34,000 value. I hope we are not hiring a firm to stamp papers and call it good. Mayor – besides looking at the factors listed, what else did you do to evaluate. Jason – that is it, we have to evaluate and meet the minimum standards and see if they can do the job. We as employees don't determine the standards and the value, we set the minimum qualifications and make recommendations on that. If you feel the value added it is your decision. Our recommendation is on the factors outlined. Mayor – did you speak with any of them? Jason – we did have them clarify a few things including the hours. We are familiar with Hinton Burdick and the hours. Cozzens – do you feel 180 hours will help you? Jason – with the billable hour, that is the proposed rate, we tell all the firms if it is not adequate it is not my problem, they have to do the job and do a thorough audit and do financial statements. If they work more hours we don't pay more. Billable hours is not the cost per hour. Cozzens – what concerns me, they have never done an audit this large. Jason – we asked them and they said they are comfortable. Black – I also set on the Water Conservancy District. If they go over the hours, over the 180 hours they eat the rest. Jason – they can only bill me for 180 hours. Black – in the RFP did we ask for experience on cities our size. We asked structure of firm, size of staff, none of them eliminated Kimball and Roberts. This would be the largest cities. Marchant – what cities have they done? Richfield City, 3 different counties. Rick – the RFP included all the funds we do and the total budget which is \$29 million. Jason did a good job outlining the scope of work. We had 5 proposals and everyone provided various hours. Black – how do you determine the scope of work? Jason – it is a 9 page

document of what they have to review and meet. They have staff and CPA's on staff. They are also have certification with the State and are in good standing. Black – did they say what staff and certifications? Rick – Jason and I asked the current and previous auditor, we used Hinton and Burdick to review scope of work. Rowley – are they going to get half way through and then skimp on their work so we don't get a whole product. Jason – it is possible. Rowley – are we required to take the low bid? Paul – you are to take the lowest responsible bidder. Kimball and Roberts give a lower price, but Hinton Burdick gives a better value. Mayor – can we have a clause if they are not meeting our requirements? Jason – it is a one year agreement with a two year extension. The RFP is from the State Auditor's office. Black – I struggle with the huge variance of hours.

Kay Kimball – I am the Kimball of Kimball & Roberts; we appreciate submitting a proposal in Cedar City. We are a professional CPA firm that has been in business over 40 years. We audit 8 counties and a lot of cities and towns and the standards are set, we will not rubber stamp or short cut, we will do the audit for the price we gave. When we submit a proposal we give our best estimate and do the best on what it will take. We have 3 others join our firm, Gabe Miller from Cedar City and Heather Jorgensen, Gabe acquired my stock and is now an owner, but I still work there. Gabe is the one that suggested that we submit a proposal. We have a peer review every 3 years and passed it every year, the State Auditor audits us and they do not find any problem. We have a CPA firm come in and tell us 3 or 4 audits they want to look at and go over it piece by piece. We will not short cut; we have never had a problem that way. If we get the audit, we will be here, and do the audit and do it for what we bid. We will do a good job; we have a reputation on the line. We feel good about what we submitted. Jason gave us all the information; we know you have a single audit. Mayor – how many people would be working on the audit? Kay – four. Black - would you travel each day? Kay – when we do Enoch City we travel, but it depends, a lot on the. We sometimes work until 7 or 8 at night. It depends on what is going on at home. Black – I have a friendship with Kay that is personal not professional. Mayor – the four individuals, are they seasoned or newer, would they have a lot of experience. Kay – the partner Rick Roberts has 30+ years, Gabe has 1.5 years and Lance Roberts has been working with us about 8 years, he is not a CPA. Fraud is not the intent of the audit, but if we expose it we bring it forward, and we have done that before. Cozzens – do you think you can complete the audit in 180 hours? Kay - Yes. Cozzens - it concerns me that Hinton Burdick say it takes them 320 hours. Kay – we will spend the hours needed. We have audit programs that steps us through, we send confirmations and letters to make sure when we are finished that the financial statements are presented fairly. Mayor – in the document it is similar to what we have received in the past. Yes.

Robert Cox, Hinton Burdick – I appreciate being a resident of Cedar City that you are fiscally responsible. We have 11 employees that live in Cedar City, shop and pay taxes and are a part of the community. I have partners in the governmental auditing since 1974, staff with have multiple years of experience. When it takes us 300 hours, we are not slower than anyone else, there is huge disparity. We do great work, large municipalities, St. George City, governmental auditing has been our niche for many years, it is a different animal and takes a lot of work. We do it right, take the time

necessary to do it the correct way. Jason knows we are thorough; Jace wanted us to stick around because we helped him a lot. \$7,100 difference is very small 2/100 percent of the budget. Marchant – you work off the same standards, what makes the difference in the performance? Robert – if you bid against someone and they want a 1 inch pipe and you know the difference in the thickness of the pipe, you bid on one and the other does not. We know what time it takes to do it and we have history to back it up. Did other larger firms propose? Jason – yes, Hafen Buckner and they proposed less hours and more money. Jason – we felt their hours were low, 60 hours difference. Rick – the other firms had less hours than Hinton Burdick, the average was 210 hours, you throw out the high and low, they had minimal number of hours. Mayor – the hours ran from 124 to 430 hours. Robert – you know we have done it and done a good job, we know what it takes and I would look closely at that. What other municipalities of this size, Richfield is half this size of Cedar. Mayor – how many staff members would you have working on the account? Robert – 4 or 5 depending on the day. Rowley – all CPA's, department and manager, staff and others that are CPA's in the making. We have a tremendous amount of experience. You always have someone in training. Rowley – I would like it on the action agenda so we can look it over more before we make a decision. Robert – hopefully shop local will come through. Rick – we have the local preference and it gives us a range of 5%. This is beyond that. Action.

CONSIDER BIDS FOR THE CEDAR CITY FENCING PROJECT LOCATED AT QUICHAPA WELL #5, QUICHAPA WELL #6, CEDAR CANYON WATER TANK, AND SOUTH INTERCHANGE TRAIL – JONATHAN STATHIS:

Jonathan – we are lumping several fence items together, low is Robison fencing, all bids are within budget. We would recommend awarding the bid without the alternative bid items, the alternate was to remove the old fence from the Cedar Canyon tank, and it was only \$500 so we will leave it. We don't have a security fence in the past. Marchant – why the huge difference. Cozzens – I appreciate Robinson being local and giving us a good price. Consent.

CONSIDER FAA AIRPORT IMPROVEMENT PROJECT AIP-28 GRANT AGREEMENT – RUSS VOLK: Russ – about 3 or 4 months ago I brought in the grant application for us to make application. The FAA has secured the funding and presented the grant agreement to us in the amount of \$850,000, we don't get the entire amount because we had borrowed money from them. One sticking point is the Mayor has to execute it by August 15th to get the grant. Consent.

CONSIDER DECLARING AS SURPLUS PROPERTY FOR PUBLIC AUCTION THREE VEHICLES CURRENTLY OWNED BY THE IRON/GARFIELD/ BEAVER NARCOTIC TASK FORCE – CHIEF ALLINSON: Lt. Millett – they have 3 vehicles they have had for several years, 1996 GMC Yukon, it had a cottonwood tree blow on it so it is damaged. There is also a 2004 Dodge Ram and 1992 Honda Prelude with high mileage, 130,000 and 178,000 miles. We want to get them to public auction. Mayor – does the money from the sales go to the Task Force? Lt. Millett – yes. Black – does the money stay in the area? Yes. Jason – I am sure there are some criteria

we will have to meet. Rowley – were they seized? Millett – yes and we have used them several years, generally for surveillance or to do controlled buys. Consent.

CONSIDER A NO PARKING ZONE ON THE SOUTH SIDE OF CROSS HOLLOWS ROAD WEST OF THE ENTRANCE TO WAL-MART – CHIEF ALLINSON: Black – x number of feet from the intersection? Lt. Millett – yes. action.

CONSIDER COOPERATIVE AGREEMENT WITH DESERET INDUSTRIES – DAN RODGERSON: Dan – They have a new program we want to take advantage of. They have a candidate that has been through training, the DI will pay for the first 6 weeks and hope that we will hire them part-time. Black – what if we don't hire them? Dan – I have 6 janitorial positions, if it proves to be good, we have Golf Course, Parks, Cross Hollows, and we would hire as a hourly position. Quinton Reynolds of the DI – if they don't get hired they go back to the training program. Consent

CONSIDER DISPOSING OF CITY PROPERTY – ONE PARCEL AT THE SOUTHWEST CORNER OF U-56 AND CROSS HOLLOW ROAD AND ONE PARCEL AT AIRPORT CIRCLE – RICK HOLMAN: Rick – These are both City owned parcels, ¼ acre on Airport Circle, Cross Hollow Road and U-56 and it is .9 acres. We have been approached by a few on the U-56 property, we have not had any need for the parcel on Airport Circle, it is small. Planning Commission gave a positive recommendation to consider disposing of these. If Council agrees we will put together an RFP. Amerigas has expressed interest for the parcel on U-56. Adams – is the Cross Hollow sign on this piece? Rick – yes and it would be part of the negotiations. Paul – also water lines. Kit – there are easements on both parcels. Rowley – do we put up a sign? Rick – we have interest so we will let them know and if not put up a sign.

DISCUSS EXTENDING THE EXISTING IMPACT FEE RATES – JOHN BLACK: John – I got thinking about our sunset on the current impact fee, it is due November and a publication notice time also. My feelings are we had reduced it by 15%, I think we have seen good action as recovery from economic; I would like to continue with the 15% but look at the different components. Rowley – are we on a biannually review. Paul – when I looked at the vote from 2011, there was a lot of discussion that in 4 years look at impact fees with an eye for a new study in 5 years. You can do what you want. Black – in the ordinance, or state law, we have developable properties within the City that have sewer, water, and infrastructure, provide service; it would not add other than garbage, can we have a fee for something like that lower than for areas you have to expand? Paul – here is the problem, you can set up different sectors, but the fees have to be spent in that sector, we now have the fees spent city wide. Administratively you would have to spend the money in that area. Rowley – there are lots in the city that do nothing but grow weeds, I would like to see those developed before we bring more in. Cozzens – the problem with that, when we discussed it last night, we were taxed viciously. I work in the construction industry and when I ran for office I was clear what I did for a living. I was clear that I wanted to reduce the impact fee by 50% from 2007. We are replacing sewer lines that are wearing out and that is an impact, I don't think it is fair to not charge the same fee. Me as a cabinet maker and working in the industry and

being attacked to lower I think was unfair. I had Dave Morris send me an email saying by keeping them lower I sell more cars and Stacey Bettridge sales more gas. I only do about 5% of my work in Cedar City. Rowley – I would like to keep them as low as possible without harming the local citizenry. Mayor – do you want the study to wait another year? Cozzens – I am opposed to hiring for a study. Homebuilders have never said they didn't want impact fees. Taz from the State, Kit and others can do the same study. Mayor – would you like staff to start the study within the year? Rowley – the sooner the better. Mayor – do you want staff to start working on this? Rowley – to get an idea of where we are. Rick – we did that for the Homeowners Association a month ago, we talked about the impact fees, system and development improvements, showed the survey and Cedar City is still in the low end of impact fees. About encouraging infill development, another way of addressing that is we initiate an annexation declaration area that is so large we don't encourage others not to infill. A different way of addressing that is look at the annexation declaration area so we don't encourage people to develop in the cheaper property. We could do a better job of encouraging that. Black – I think that is a good start, I would also like staff to look at the different areas of impact fees and get a gut level, is parks and rec too high, look at each. Cozzens – let us know the impact fees we have collected and what we have spent; make sure we are in compliance. Rick – they are based on a capital facilities plan for each area, if parks are something we want to reduce then we reduce the fee. If we want the facilities, streets, etc., it is part of the review. Cozzens – if you look at St. George, they charge a huge fee for water from Lake Powell. Mayor – have you seen the information that Rick presented? Would you like that as a starting point and then we can continue to get the other information. Paul – the council is amendable to keeping the 15% how long? Rowley – until we get new numbers. Black – can we review annually? Adams – we can go longer, I tried to push for that. The previous council made the determination from the study, we made the decision after we figured staff could handle the study in house and that was the ongoing idea that we could do it rather than spend \$30,000 and I think we can, we have had enough experience. Mayor – would you like us to keep it on action meeting? Black – do we need action next week to meet publication timeframe? Paul – if you enact a new impact fee it doesn't take affect for 60 or 90 days, so why not get it taken care of. Adams – does the sunset clause not take care of that? Paul – no, on November 6th it goes back to the old number. Another 2 years? Yes.

Black – can I go back to a previous agenda item?

Black - Do we have an update on Stone Castle Recycling? Rick – I got an email from the State that I will respond to tomorrow and give you an update next week. Black – have we done any inspections or are we required to do? Rick – they have not asked for any inspection, which was part of our criteria for a business license or for them to receive materials. Black – have we seen anything enter the landfill? Rick – no, not to my knowledge.

Rowley – how many more people have received a yellow notice and have we went to the second step? Yes. Black – what if we have an apartment complex? We need a solution if they are private owners. Rick – the HOA would contract for the landscape service.

Adams – how do we notify the HOA when it is managed in Salt Lake City? Rick – we give the local apartment manager the notice. Adams – apartments yes, but condo's don't have a manager on site. Tom Jett – I own a condominium, the tenant called and said they didn't have water pressure, I looked for a water break or something, the landscaper, Matt Platt said there was no water, then it came to mind that the bill had not been paid, he said the City shut the main down because a sprinkler head was going off within the prohibited time. He said they were on their way to turn it back on. The landscaper paid the \$25 fine. It is by the Skate Park, I heard from other people roaming the decks. Rick – was Mr. Platt the landscaper? Tom – I assume. Rick – he understood the reason? Tom – he had contacted the City, I don't know the whole story. Tom there is no manager on site. Mayor – we can send a letter to the landscapers and property manager companies. Black – if you look at a hotel/motel or apartment complex, maybe a little more effort on our part to find someone to give the notice to. Rowley – contact with a real person instead of a hanger. Adams – the HOA's are a problem, I got a call on one today, our water was on a park. They are a problem in knowing who manages the HOA, the water department would not know where to hang the tag.

ADJOURN: Councilmember Marchant moved to adjourn at 7:40 p.m.; second by Councilmember Cozzens; vote unanimous.

Renon Savage, CMC
City Recorder

COUNCIL MINUTES
AUGUST 13, 2014

The City Council held a meeting on Wednesday, August 13, 2014, at 6:28 p.m., in the Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Maile Wilson; Councilmembers: Ron Adams; John Black; Paul Cozzens; Don Marchant; Fred Rowley.

STAFF PRESENT: City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; Finance Director Jason Norris; City Recorder Renon Savage; Police Chief Robert D. Allinson; Leisure Services Director Dan Rodgeron.

OTHERS: Betsy Carlile, Carla Condie, Tyler Condie, C J Rowley, Robert Cox, Tom Jett, Brian Peterson, R. Scott Phillips, Kimber Christensen, Nich Christensen, Kerry Fain, Shari Rudd, Galyne A. Olsen, Gary Olsen, Todd Prince, Mauri Bleazard, Vicki Christian, Jennie Hendricks, George Jett, Linda Wilson, Gabe Miller, Rick Roberts, Jason Wilson, Wayne Clark, Reed Sargent, Becki Bronson, Kaleigh Bronson, Doug Hall, Holly Coombs

CALL TO ORDER: Mayor Wilson called the meeting to order at 6:28 p.m.

CONSENT AGENDA: (1) APPROVAL OF MINUTES DATED JULY 16 & 30, 2014; (2) APPROVAL OF BILLS DATED AUGUST 7 & 8, 2014; (3) APPROVE A SINGLE EVENT PERMIT FOR A BEER GARDEN ON AUGUST 23, 2014 – CEDAR CITY ELKS; (4) APPROVE CONTRACT & ALLOCATIONS FOR FY 2014-2015 RAP TAX (ARTS) AS FOLLOWS: BRAITHWAITE FINE ARTS GALLERY \$1,700; CEDAR CITY ARTS COUNCIL \$4,000; CEDAR CITY CHILDREN’S MUSICAL THEATRE \$8,000; CEDAR CITY JUNIOR BALLET \$7,500; CEDAR CITY LIVESTOCK & HERITAGE FESTIVAL \$10,000; CEDAR CITY MUSIC ARTS \$11,000; IN JUBILO \$2,750; MASTER SINGERS \$3,000; NEIL SIMON FESTIVAL \$21,500; ORCHESTRA OF SOUTHERN UTAH \$10,500; RUBIKS CUBE YOUTH SQUARE DANCERS \$1,000; SUZUKI STRINGS \$1,500; UTAH SHAKESPEARE FESTIVAL \$63,884 – PAUL BITTMENN; (5) APPROVE BID FROM ROBINSON FENCING IN THE AMOUNT OF \$ 59,778.00 FOR THE CEDAR CITY FENCING PROJECT LOCATED AT QUICHAPA WELL #5, QUICHAPA WELL #6, CEDAR CANYON WATER TANK, AND SOUTH INTERCHANGE TRAIL – JONATHAN STATHIS; (6) APPROVE FAA AIRPORT IMPROVEMENT PROJECT AIP-28 GRANT AGREEMENT – RUSS VOLK; (7) APPROVE DECLARING AS SURPLUS PROPERTY FOR PUBLIC AUCTION THREE VEHICLES CURRENTLY OWNED BY THE IRON/GARFIELD/BEAVER NARCOTIC TASK FORCE – CHIEF ALLINSON; (8) APPROVE A COOPERATIVE AGREEMENT WITH DESERET INDUSTRIES – DAN RODGERSON; (9) APPROVE DISPOSING OF CITY PROPERTY – ONE PARCEL AT THE SOUTHWEST CORNER OF U-56 AND CROSS HOLLOW ROAD AND ONE

PARCEL AT AIRPORT CIRCLE – RICK HOLMAN: See Exhibit “A” for RAP Tax Allocations.

Rowley – on the bills, we are still paying long distance, why are we paying long distance. Rick – part of the reason is some of our staff we have not issued cell phones. Rowley – no one else has package deals? Rick – we bid the long distance service and took lowest responsible bidder. Rowley – YESCO power, \$1,400. Rick – probably a repair on an excavation problem, I will check and send an email.

Councilmember Adams moved to approve the consent agenda items 1 through 9 as written above; second by Councilmember Black; vote unanimous.

CONSIDER AN ORDINANCE AMENDING THE ZONE FROM R-2-2 TO R-2-1 ON PROPERTY LOCATED IN THE VICINITY OF 2300 SOUTH TALON DRIVE – INSITE ENGINEERING:

Paul – this came before you last month, we were trying to get in a situation where the people purchasing the property were trying to close on the property. Rowley – this works against the developer and for the neighbors, they restricted the use. Paul – the R-2-1 is single family, R-2-2 duplex and town homes are allowed.

Councilmember Rowley moved to approve the ordinance amending the zone from R-2-2 to R-2-1 on property in the vicinity of 2300 South Talon Drive; second by Councilmember Cozzens; roll call vote as follows:

Ron Adams	-	AYE
John Black	-	AYE
Paul Cozzens	-	AYE
Don Marchant	-	AYE
Fred Rowley	-	AYE

CONSIDER RECOMMENDED CONTRACT & ALLOCATIONS FOR FY 2014-2015 RAP TAX (PARKS & RECREATION) AS FOLLOWS: CEDAR CITY LEISURE SERVICES \$96,000; CEDAR CITY LIONS CLUB \$25,000; CEDAR CITY TRAILS COMMISSION \$92,778; CEDAR RIDGE GOLF COURSE \$20,000; IRON MISSION MUSEUM FOUNDATION \$12,000, SOUTHWEST WILDLIFE FOUNDATION \$20,000; YETI \$26,890 – PAUL BITTMENN:

Cozzens – did we hear back on SW Wildlife Foundation, I would like to enter the email in record, “they will forego this year, please let the Council know that we are appreciative but not ready with terms laid out. Thanks for your help”. With the conditions of a completed project they didn’t feel they could pull that off. Black – I respect them making that decision. I would propose move the \$20,000 into trails that it be used with the balance not used on the South Interchange specific to the Union Pacific and that trail, and if it will not happen in the year and we know by January then the \$20,000 go to Leisure Services for the restrooms at the ball fields. Where ever they need money for the trails. Mayor – we are in negotiations, but if nothing is done by January. Black – if we look at it in

January and see it won't happen by the end of June then the money goes to the restrooms at the ball fields. Rick – staff can come back with an update in January.

Councilmember Black moved to approve the RAP Tax Parks & Recreation allocations taking out the Wildlife Foundation and moving that money to the trails, but if that cannot be accomplished by the end of June then the money go toward restrooms at the ball fields. The remaining allocations will remain as stated above; second by Councilmember Marchant; roll call vote as follows:

Ron Adams	-	AYE
John Black	-	AYE
Paul Cozzens	-	AYE
Don Marchant	-	AYE
Fred Rowley	-	AYE

CONSIDER RFP'S FOR AUDIT ENGAGEMENT SERVICES FOR FISCAL

YEARS 2014-2016 – JASON NORRIS: Mayor – there are representatives from the two accounting firms, do you have questions for either, or for Jason. Cozzens – Hinton Burdick does my payroll and my personal taxes and with Iron County Water Conservancy District I work with Kimball & Roberts; Black same with Water Conservancy District. Adams – Hinton Burdick do my taxes as well. Jason – I don't have any other recommendations. Black – do you have concerns with the recommendations? Jason – no, we made recommendation on policies of the committee and I don't have any concerns. Black – I have a problem with the hours, I think 180 is low, when the firm approaches their hours do they require more work by Jason? Rick Roberts – Kay Kimball expressed that last week. You bid the work for the price; the hours one will spend will exceed or be under. We feel we can complete the audit, do the work for the dollar amount provided, whether it is 180 or 250. We look at the total dollar amount. Black – if you approach the 180, do you ask Jason to do more? Rick Roberts – we have spoken in length with Jason and if we are selected we will not ask more than normal. Cozzens – I have the same concern, the history in the amount is a big concern. Rick – we put an amount, if it takes more than 180 hours we will do it for the amount in our proposal. Cozzens – do you dig as deep as you can? Rick Roberts - we have standards we have to conform to and we would do on this as we do on any other. We have to follow standards or we can't do the work. We will complete the audit, we get to use judgment. The time we spend will complete the work.

Cozzens - why more hours? Robert Cox – the reason the hours in the RFP is to determine if someone will spend enough time to do a quality audit. The reason it is in the RFP, you can have someone give \$10,000 bid and spends 20 hours you know they don't have the experience. We have a tremendous amount of experience so the hours match the history with the City. We are not inflating the hours, it doesn't benefit us, it is a fixed fee. Our firm when you leave you will know you have a quality audit, you test more things and have more assurance and so we catch things. We can put 100 hours, but the extra time will provide additional assurance and will be done in accordance with standards. I am not saying they won't. Rowley – why the rate per hour so different, why

do you operate at a lower rate? Robert – we have written off quite a bit for many years. When Jim was doing it he was realizing 50%. It is a discounted rate, the hours are accurate. Rowley – why did you discount the rate? Robert – because it is competitive, we know firms will come in with a lower bid. We have partners with a lot of experience, they are experts.

Rick – Kay and I have been doing auditing since 1981 for cities and towns. We also audit 7 counties that have larger budgets than Cedar City. We can discount, but the fee will be the same. We can do the work. The bid is the bid, we will do quality work, check our references, we don't short cut anything. Cozzens – is there a difference on what they check? Robert – I don't know what they do, you do a reasonable amount, but you cut corners by not sampling anything. It is not a commodity; this is a service where you don't know what is happening in the background. Anyone can make a report. We spent a lot of time helping Jason get over the learning curve. We have a lot invested, we live here, my kids go to school with your kids. Rowley – last night I was in the rainbow hall in South Elementary, there is something intangible with proximity, the 3 teachers do a lot and the 4th is left out. It seems to me that having someone closer there may be an advantage. Marchant – let me play devil's advocate, so much is done electronically, the proximity is in the office, whether in Richfield or on site or in Cedar it is irrelevant. Robert – that is true to a point, you have to be on site to do some of the work. Marchant – I would anticipate that they are on site as you because that is the nature of the beast; you have to do work on site. The questions don't always have to be addressed on site; they can be phone call or email. You can come down if we have a question, if we call Richfield it is at least 1.5 hours, but we can communicate and it doesn't have to be face to face.

Mayor – both firms will spend the time to complete the audit to get the work done by standards. Rick Roberts – yes, you can check references. Mayor – Jason, do you have concerns with either one of them completing the work with quality and standards? Cozzens – that is hard. Black – quantify testing? Rick – it depends on the risk. Robert – we comply with the standards. Rick – we do the same. We do quality work, so it is up to you to accept the lowest responsible bidder which we are. Robert – remember I pay taxes here, and I vote. Rick Holman – the staff that was asked to evaluate, we did a thorough job and that is why we recommended what we did. Mayor – any other questions?

Councilmember Adams moved to approve the RFP for Audit Engagement Services from Kimball & Robert; second by Councilmember Marchant;

Black – we are all wanting to shop local. Rick – we put that in the purchasing policy by giving a local preference and a lot of businesses in town take their business to other communities. If every other town went by that they would not be able to do the business they do because they take their business outside of Cedar.

Gabe Miller, partner – I love Cedar City, I went to North Elementary, Cedar Middle School, Cedar High School and SUU, I have sentimental interest in this town, I have

business plans in the future to have interests in this town, and I support and love businesses in this town. I have a piece of local here.

Robert – I love this city and appreciate what you do. You are fiscally responsible. I have spent most of my married life in Cedar City and master at SUU and have kids in all the schools. I have a vested interest. We employ families in this community as well.

Cozzens – I am in business 27 years but the hours are a concern.

Vote on the motion as follows:

AYE – 2

NAY – 3, Cozzens, Rowley, and Black

Black – Robert for your information their presentation was better than yours, I like local dollars.

Councilmember Cozzens moved to approve the RFP for Audit Engagement Services from Hinton Burdick; second by Councilmember Rowley; vote as follows:

AYE - 3

NAY – 2, Adams & Marchant

APPROVE AN ORDINANCE DECLARING A NO PARKING ZONE ON THE SOUTH SIDE OF CROSS HOLLOWES ROAD WEST OF THE ENTRANCE TO WAL-MART – CHIEF ALLINSON: Councilmember Rowley moved to approve the No Parking Zone on the south side of Cross Hollowes Road, west of the entrance to Wal-Mart; second by Councilmember Cozzens; roll call vote as follows:

Ron Adams	-	AYE
John Black	-	AYE
Paul Cozzens	-	AYE
Don Marchant	-	AYE
Fred Rowley	-	AYE

APPROVE AN ORDINANCE EXTENDING THE EXISTING IMPACT FEE RATES – JOHN BLACK: Councilmember Cozzens moved to approve the ordinance extending the existing impact fee rates for 2 years; second by Councilmember Rowley; roll call vote as follows:

Ron Adams	-	AYE
John Black	-	AYE
Paul Cozzens	-	AYE
Don Marchant	-	AYE
Fred Rowley	-	AYE

ADJOURN: Councilmember Rowley moved to adjourn at 7:03 p.m.; second by Councilmember Adams; vote unanimous.

Renon Savage, CMC
City Recorder

FY '14 - '15 COMBINED RAP TAX AWARD SPREADSHEET

Applicant (Arts)	Amount approved by Council
Braithwaite Fine Arts Gallery	1,700
Cedar City Arts Council	4,000
Cedar City Children's Musical Theatre	8,000
Cedar City Junior Ballet	7,500
Cedar City Lutesock and Heritage Festival	10,000
Cedar City Music Arts	11,000
In Jubilo	2,750
Master Singers	3,000
Neil Simon Festival	21,500
Orchestra of Southern Utah	10,500
Rubiks Cube Youth Square Dance	1,000
Suzuki Strings	1,500
Utah Shakespeare Festival	63,884

Applicant (Parks and Recreation)

Cedar City Lions Club	25,000	
Iron Mission Museum Foundation	12,000	
Leisure Services		96,000*
Cedar City Trails Commission		112,778**
Cedar Ridge Golf Course	20,000	
YETI		\$26,890***

RAP TAX AWARDS TO CITY WHERE NO RAP TAX FUNDING CONTRACT IS NECESSARY. ALL AWARDS MUST FOLLOW PURCHASING POLICY. SOME AWARDS MAY HAVE CONTRACTS WITH OUTSIDE GROUPS FOR USE OF CITY PROPERTY OR EQUIPMENT.

- * funds to be spent on the following for main street park: electrical upgrade, landscaping of N.W. corner, sign in N.W. corner, and trees/landscape/irrigation around playground. Funds to be spent in Canyon park as per perposal excluding trash cans.
- **funds to be spent on acquisition of right of way from Union Pacific by January, 2015, or Staff to report back to council for possible re-allocation toward restrooms at the canyon ball fields.
- *** funds to be spent on air curtain and parking lot improvements. Projects to be managed by City Staff in consultation with YETI

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
ACTION TARGET INC.					
LETC 92014	LETC TRAINING CONF (WILLIAMS)	08/08/2014	10-70-233 TRAVEL & TRAINING-PATROL	550.00	
Total ACTION TARGET INC.:				550.00	
AGILITY A GO GO LLC					
14063	RAPTAX PYMT 2ND 50% OF FY 13-14	03/10/2014	29-40-300 DISTRIBUTIONS TO RECREATION	2,500.00	
Total AGILITY A GO GO LLC:				2,500.00	
ALDER CONSTRUCTION					
NITRATE #11	WWTP NITRATE MITIGATION PROJEC	07/31/2014	53-56-730 CAP OUTLAY-IMPROVEMENTS	529,037.87	
Total ALDER CONSTRUCTION:				529,037.87	
AMERICAN LINEN SUPPLY (ALSCO)					
LSTG589799	549902 JANITORIAL SUPPLIES	07/21/2014	28-40-261 JANITORIAL SUPPLIES	46.10	
Total AMERICAN LINEN SUPPLY (ALSCO):				46.10	
ASHDOWN BROTHERS CONSTRUCTION					
2825	CED01-ASPHALT	07/31/2014	54-40-738 CAP OUTLAY-300 W STORM DRAIN	38,109.14	
2833	CED01-ASPHALT	08/05/2014	51-40-255 WATER SYSTEM MAINTENANCE	479.46	
2845	CED01-POND SAND/CYCLONE SAND	08/12/2014	10-79-264 MAINTENANCE-SIDEWALKS	99.75	
Total ASHDOWN BROTHERS CONSTRUCTION:				38,688.35	
ASPHALT SYSTEMS INC.					
27708	14039UT-05 CHIP OIL (PASS CR)	08/04/2014	10-79-269 MAINTENANCE-CHIP SEALING	45,694.27	
Total ASPHALT SYSTEMS INC.:				45,694.27	
BAKER & TAYLOR					
4010952827	415754 L102673 4-BOOKS	08/06/2014	10-87-481 BOOKS-GENERAL COLLECTION	62.98	
4010952827	415754 L102673 4-BOOKS	08/06/2014	10-87-482 BOOKS-YOUNG ADULT	126.91	
4010957603	415754 L102673 4-BOOKS	08/11/2014	10-87-482 BOOKS-YOUNG ADULT	74.97	
4010957603	415754 L102673 4-BOOKS	08/11/2014	10-87-483 BOOKS-CHILDREN	439.58	
Total BAKER & TAYLOR:				704.44	
BARNEY BROS. ELECT. INC.					
6338	850 W & HARDING AVE-STREET LIGH	08/05/2014	10-79-260 MAINTENANCE-STREET LIGHTS	557.55	
Total BARNEY BROS. ELECT. INC.:				557.55	
BEST WESTERN COTTONTREE INN					
099566	CONF 39499,28670,39502,39498,39501	08/11/2014	10-70-233 TRAVEL & TRAINING-PATROL	503.35	
099566	CONF 39499,28670,39502,39498,39501	08/11/2014	10-70-231 TRAVEL & TRAINING-ADMIN	604.02	
099566	CONF 39499,28670,39502,39498,39501	08/11/2014	10-76-230 TRAVEL & TRAINING	201.34	
Total BEST WESTERN COTTONTREE INN:				1,308.71	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
BETTRIDGE DISTRIBUTING, KEN					
0188237	00844-DRUM RETURN CREDIT	07/08/2014	51-40-255 WATER SYSTEM MAINTENANCE	15.00)	
0188865	00844-55 GAL HAND PUMP-OIL	08/04/2014	10-79-269 MAINTENANCE-CHIP SEALING	60.01	
0188996	00844-OIL 15W40/AW32 HYD OIL/REG/	08/07/2014	10-78-930 INVENTORY	910.58	
0189039	00844-OIL, DRUM DEPOSIT	08/11/2014	51-40-255 WATER SYSTEM MAINTENANCE	817.18	
557474	00844-FUEL 36.289 GALLONS	07/02/2014	10-79-251 GAS & OIL	140.77	
Total BETTRIDGE DISTRIBUTING, KEN:				1,913.54	
BG CHEMICAL, LP					
1407-132	99332-GREENPAVE RELEASE AGENT/	07/25/2014	10-78-930 INVENTORY	990.00	
Total BG CHEMICAL, LP:				990.00	
BLACKBURN ASSOCIATES					
#1 100 W&1700 W	100 W. & 1700 W. Waterline Project	08/13/2014	51-40-731 CAP OUTLAY-LINE REPLACEMENT	93,700.67	
Total BLACKBURN ASSOCIATES:				93,700.67	
BRADSHAW CHEVROLET					
20475	10500-TOW CAR FR 300 W & HARDIN	07/01/2014	10-79-269 MAINTENANCE-CHIP SEALING	29.50	
20477	10500-TOW FR 820 SOUTH 25 E	07/01/2014	10-79-269 MAINTENANCE-CHIP SEALING	29.50	
20568	10500-TOW FR 200 E 400 S	07/03/2014	10-79-269 MAINTENANCE-CHIP SEALING	35.00	
21023	10500-TOW FR 75 E ROUNTREE	07/25/2014	10-79-269 MAINTENANCE-CHIP SEALING	35.00	
21121	10500-TOW FR 100 E 200 S	07/30/2014	10-79-269 MAINTENANCE-CHIP SEALING	35.00	
21122	10500-TOW FR 400 N 50 E	07/30/2014	10-79-269 MAINTENANCE-CHIP SEALING	35.00	
21169	10500-TOW FR 300 W 450 N	07/31/2014	10-79-269 MAINTENANCE-CHIP SEALING	35.00	
Total BRADSHAW CHEVROLET:				234.00	
BSK ASSOCIATES					
A415552	CEDAR2968-WATER SAMPLES/UCM2	07/22/2014	51-40-255 WATER SYSTEM MAINTENANCE	2,565.00	
Total BSK ASSOCIATES:				2,565.00	
CASELLE					
58978	1170-SUPPORT 9/1-9/30/14	08/01/2014	10-41-310 PROF & TECH SERVICES	858.00	
Total CASELLE:				858.00	
CEDAR CITY COCA COLA					
232398	15483-SODA SYRUP	08/05/2014	10-92-613 CONCESSIONS	166.55	
Total CEDAR CITY COCA COLA:				166.55	
CEDAR ICE, INC.					
25502	BLOCKS OF ICE FOR GOLF COURSE	06/30/2014	28-40-480 SPECIAL DEPARTMENT SUPPLIES	160.20	
Total CEDAR ICE, INC.:				160.20	
CHAMBER OF COMMERCE					
3968	442-MEMBERSHIP 8/14-7/31/15	08/06/2014	10-60-210 SUBSCRIPTIONS & MEMBERSHIPS	225.00	
4009	442-ECONOMIC SUMMIT(GOLD SPON	08/14/2014	10-60-620 COMMUNITY PROMOTION & RECRUIT	1,000.00	
Total CHAMBER OF COMMERCE:				1,225.00	
CODALE ELECTRIC SUPPLY					
S5155833.001	WASTE WATER - 1/2 X 1 " PIPE CLAM	07/29/2014	53-56-252 EQUIPMENT MAINTENANCE	12.42	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total CODALE ELECTRIC SUPPLY:				12.42	
COLONIAL LIFE					
3792991-0704697	E3792991-CEDAR CITY FIRE DEPT	07/25/2014	10-73-942 FED GRANT-SAFER	936.96	
Total COLONIAL LIFE:				936.96	
COMMERCIAL TIRE					
38586	411110-P225/60R18 TIRES	08/13/2014	10-78-930 INVENTORY	1,754.10	
Total COMMERCIAL TIRE:				1,754.10	
D & P PERFORMANCE					
88588	7554-ARCTIC CAT BREAKS	07/29/2014	76-40-210 EQUIPMENT, SUPPLIES, OPERATING	237.63	
Total D & P PERFORMANCE:				237.63	
DAILEY BUILDERS INC.					
981	CONCRETE WORK ON FAIRWAY DRIV	06/30/2014	10-79-264 MAINTENANCE-SIDEWALKS	2,950.00	
Total DAILEY BUILDERS INC.:				2,950.00	
DANVILLE SERVICES OF UTAH, LLC					
6618	LAWN CARE	07/31/2014	24-40-262 BUILDING & GROUND MAINTENANCE	60.00	
6619	WEED CARE	07/31/2014	24-40-262 BUILDING & GROUND MAINTENANCE	48.00	
Total DANVILLE SERVICES OF UTAH, LLC:				108.00	
DAVIS HEATING & A/C SERVICE					
35377	HAVAC SERVICE & AIR FILTER	08/11/2014	10-92-262 BUILDING & GROUND MAINTENANCE	1,150.75	
Total DAVIS HEATING & A/C SERVICE:				1,150.75	
DEMILLE TURF FARM					
34018	SOD, PICKED UP	07/10/2014	51-40-255 WATER SYSTEM MAINTENANCE	51.00	
Total DEMILLE TURF FARM:				51.00	
DUAL-A-CONSTRUCTION					
82	WATER DEPT - BAY ENCLOSURE	08/18/2014	51-40-720 CAP OUTLAY-BUILDINGS	12,125.00	
83	WASTE WATER BAY ENCLOSURE	08/18/2014	52-55-730 CAP OUTLAY-IMPROVEMENTS	12,125.00	
Total DUAL-A-CONSTRUCTION:				24,250.00	
FINDAWAY WORLD					
133693	THE SILKEN WEB	08/06/2014	10-87-481 BOOKS-GENERAL COLLECTION	48.74	
134159	GENERAL COLLECTION BOOKS	08/13/2014	10-87-481 BOOKS-GENERAL COLLECTION	232.47	
Total FINDAWAY WORLD:				281.21	
FREEDOM MAILING SERVICE					
24947	Blanket PO-Mayor's Newsletter	07/11/2014	10-41-221 NEWSLETTER	157.99	
24947	BILLING STATEMENTS	07/11/2014	51-40-240 OFFICE SUPPLIES & EXPENSE	3,317.03	
Total FREEDOM MAILING SERVICE:				3,475.02	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
GALL'S, INC.					
002254111	0005300561-NEW DUTY BELTS (7)	07/31/2014	10-70-620 UNIFORM PURCHASE	395.00	
Total GALL'S, INC.:				395.00	
GASCARD -STATE OF UTAH					
NP41932032	BG2101546-JULY 2014	08/01/2014	10-42-251 GAS & OIL	92.65	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-76-251 GAS & OIL	615.28	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-83-251 GAS & OIL	5,516.30	
NP41932032	BG2101546-JULY 2014	08/01/2014	22-40-251 GAS & OIL	2,995.25	
NP41932032	BG2101546-JULY 2014	08/01/2014	52-55-251 GAS & OIL	1,428.50	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-73-251 GAS & OIL	1,800.17	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-79-251 GAS & OIL	3,983.23	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-90-251 GAS & OIL	104.59	
NP41932032	BG2101546-JULY 2014	08/01/2014	28-40-251 GAS & OIL	129.27	
NP41932032	BG2101546-JULY 2014	08/01/2014	54-40-251 GAS & OIL	129.31	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-75-251 GAS & OIL	378.09	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-81-251 GAS & OIL	400.69	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-92-614 EVENT RECRUITING	205.98	
NP41932032	BG2101546-JULY 2014	08/01/2014	51-40-251 GAS & OIL	3,831.94	
NP41932032	BG2101546-JULY 2014	08/01/2014	55-40-251 GAS & OIL	2,692.73	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-70-251 GAS & OIL	10,397.62	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-78-251 GAS & OIL	46.85	
NP41932032	BG2101546-JULY 2014	08/01/2014	10-84-251 GAS & OIL	141.10	
NP41932032	BG2101546-JULY 2014	08/01/2014	24-40-251 GAS & OIL	260.01	
NP41932032	BG2101546-JULY 2014	08/01/2014	53-56-251 GAS & OIL	441.83	
Total GASCARD -STATE OF UTAH:				35,589.39	
GRADIENT SOUND & ENTERTAINMENT					
0002	JUNIPER CITY - TOU	08/04/2014	57-40-635 CONCERT SERIES	1,000.00	
0003	GRADIENT SOUND REINF - TOU	08/04/2014	57-40-635 CONCERT SERIES	750.00	
0004	WILHELM BAND TEAM INTO TOU	08/04/2014	57-40-635 CONCERT SERIES	300.00	
Total GRADIENT SOUND & ENTERTAINMENT:				2,050.00	
H & E EQUIPMENT SERVICES					
91752808	1030149-COUPLER/HYDRAULIC ADAP	07/30/2014	53-56-252 EQUIPMENT MAINTENANCE	67.32	
Total H & E EQUIPMENT SERVICES:				67.32	
HACH COMPANY - MARSH-MCBIRNEY					
8978208	POWER MODULE/AMMONIA/NITRATE	08/13/2014	53-56-740 CAP OUTLAY-EQUIPMENT	465.60	
8979820	DRT 3900 SPECTROPHOTOMETER	08/14/2014	53-56-740 CAP OUTLAY-EQUIPMENT	4,982.75	
Total HACH COMPANY - MARSH-MCBIRNEY:				5,448.35	
HERO PLUMBING					
080120	PORTABLE TOILET RENTAL-TOU	08/04/2014	10-92-614 EVENT RECRUITING	2,545.20	
Total HERO PLUMBING:				2,545.20	
IDEXX DISTRIBUTION					
280352586	174920-GAMMA IRRAD COLILERT 100	08/04/2014	53-56-312 TESTING	1,339.68	
280352588	174920-COLIFORM	08/04/2014	53-56-312 TESTING	160.59	
Total IDEXX DISTRIBUTION:				1,500.27	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
IHC WORKMED - CEDAR CITY					
1044137	1041137-DRUG TESTING JULY 2014	08/01/2014	10-44-137 DRUG TESTING	408.00	
Total IHC WORKMED - CEDAR CITY:				408.00	
IMAGE PRO					
70297	433-STERILIZATION AGREEMENTS	08/07/2014	10-76-220 PUBLIC NOTICES	33.82	
Total IMAGE PRO:				33.82	
INTERMOUNTAIN HEALTHCARE					
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-60-132 EMPLOYEE INSURANCE	14.88	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-76-132 EMPLOYEE INSURANCE	14.88	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-81-132 EMPLOYEE INSURANCE	44.64	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-90-132 EMPLOYEE INSURANCE	7.44	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	28-40-132 EMPLOYEE INSURANCE	29.76	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	54-40-132 EMPLOYEE INSURANCE	7.44	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-42-132 EMPLOYEE INSURANCE	1.86	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-73-132 EMPLOYEE INSURANCE	89.28	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-78-132 EMPLOYEE INSURANCE	44.64	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-84-132 EMPLOYEE INSURANCE	29.76	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	20-40-132 EMPLOYEE INSURANCE	5.58	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	52-55-132 EMPLOYEE INSURANCE	29.76	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-44-132 EMPLOYEE INSURANCE	37.20	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-75-132 EMPLOYEE INSURANCE	14.88	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-79-132 EMPLOYEE INSURANCE	81.84	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-87-132 EMPLOYEE INSURANCE	22.32	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	24-40-132 EMPLOYEE INSURANCE	7.44	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	53-56-132 EMPLOYEE INSURANCE	44.64	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-41-132 EMPLOYEE INSURANCE	59.52	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-70-132 EMPLOYEE INSURANCE	282.72	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-77-132 EMPLOYEE INSURANCE	14.88	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-83-132 EMPLOYEE INSURANCE	44.64	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	10-92-132 EMPLOYEE INSURANCE	7.44	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	51-40-132 EMPLOYEE INSURANCE	81.84	
EAP-00126	EAP 2ND QTR 2014	08/13/2014	55-40-132 EMPLOYEE INSURANCE	22.32	
Total INTERMOUNTAIN HEALTHCARE:				1,041.60	
IRON COUNTY AUDITOR					
JULY 2014	TAX EXEMPT #E32983 JULY 2014	08/20/2014	55-21312 COUNTY REMITTANCE PAYABLE	29,374.79	
Total IRON COUNTY AUDITOR:				29,374.79	
J & T PETERSON, INC.					
14801	OIL FOR CHIP SEAL	08/11/2014	10-79-269 MAINTENANCE-CHIP SEALING	9,990.00	
Total J & T PETERSON, INC.:				9,990.00	
MAIL FINANCE INC.					
N4797247	902206-8/13/14-11/12/14 LEASE	08/13/2014	10-41-240 OFFICE SUPPLIES & EXPENSE	740.67	
Total MAIL FINANCE INC.:				740.67	
MICROMARKETING LLC ATTN: AR					
536431	15980-BOOKS	07/29/2014	10-87-481 BOOKS-GENERAL COLLECTION	58.00	
536474	15980-BOOKS	07/29/2014	10-87-482 BOOKS-YOUNG ADULT	54.77	
537023	15980-BOOKS	07/31/2014	10-87-482 BOOKS-YOUNG ADULT	8.50	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
537148	15980-BOOKS	08/04/2014	10-87-481 BOOKS-GENERAL COLLECTION	46.15	
537353	15980-BOOKS	08/06/2014	10-87-481 BOOKS-GENERAL COLLECTION	17.99	
537920	15980-BOOKS	08/11/2014	10-87-481 BOOKS-GENERAL COLLECTION	25.10	
537935	15980-BOOKS	08/11/2014	10-87-481 BOOKS-GENERAL COLLECTION	105.52	
Total MICROMARKETING LLC ATTN: AR:				316.03	
MJG, INC.					
4621	MAINTENANCE TESTS JULY 2014	08/06/2014	10-79-265 MAINTENANCE-RAILROAD	750.00	
Total MJG, INC.:				750.00	
MOUNTAIN WEST COMPUTERS					
41819	CCPD - NORTON ANTI VIRUS FOR HO	08/06/2014	10-70-246 COMPUTER SUPPLIES	39.00	
Total MOUNTAIN WEST COMPUTERS:				39.00	
NUCO2					
42623911	BULK CO2	07/31/2014	20-40-254 CHEMICALS	164.55	
42727324	BULK CO2	09/01/2014	20-40-254 CHEMICALS	100.00	
42778991	BULK CO2	08/11/2014	20-40-254 CHEMICALS	239.55	
Total NUCO2:				504.10	
PEAK ALARM					
610700	D1218-CEDAR RIDGE GOLF 8/1-10/31/	08/01/2014	28-40-262 BUILDING & GROUND MAINTENANCE	115.20	
Total PEAK ALARM:				115.20	
PROFORCE MARKETING, INC					
211482	006873-CCPD-DUTY BELTS & GEAR	07/30/2014	10-70-620 UNIFORM PURCHASE	65.98	
211487	006873-CCPD-DUTY BELTS & GEAR	07/30/2014	10-70-620 UNIFORM PURCHASE	536.16	
211843	006873-CCPD-DUTY BELTS & GEAR	08/04/2014	10-70-620 UNIFORM PURCHASE	37.12	
211937	006873- *****CREDIT****	08/05/2014	10-70-620 UNIFORM PURCHASE	(394.95)	
Total PROFORCE MARKETING, INC:				244.31	
QUICK CUT INC.					
049133	CICE50-CURB CUTTING	08/04/2014	26-40-739 CAP OUTLAY-TRAIL EXPANSION	640.00	
049153	CICE50-SAW CUT ASPHALT	08/04/2014	10-79-263 MAINTENANCE-STREETS	125.00	
Total QUICK CUT INC.:				765.00	
R-57 ELECTRIC					
1135	REWIRE EAST SIDE FOR CHRISTMAS	07/03/2014	10-53-670 CHRISTMAS LIGHTS	389.69	
1139	JULY JAMBOREE LIGHTING VENDING	07/14/2014	10-53-635 FESTIVAL PROMOTIONS	360.00	
1151	CANYON PARK LOCATE UNDRGRND	08/07/2014	10-83-262 BUILDING & GROUND MAINTENANCE	65.00	
Total R-57 ELECTRIC:				814.69	
RANDOM HOUSE INC.					
1081031080	9032490000-GENERAL COLLECTION B	08/08/2014	10-87-481 BOOKS-GENERAL COLLECTION	39.00	
Total RANDOM HOUSE INC.:				39.00	
RECORDED BOOKS, LLC					
74984308	1501705-GENERAL COLLECTION BOO	08/04/2014	10-87-481 BOOKS-GENERAL COLLECTION	56.90	
74986399	1501705-GENERAL COLLECTION BOO	08/07/2014	10-87-481 BOOKS-GENERAL COLLECTION	100.23	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
74990134	1501705-GENERAL COLLECTION BOO	08/14/2014	10-87-481 BOOKS-GENERAL COLLECTION	137.20	
74990420	1501705-GENERAL COLLECTION BOO	08/14/2014	10-87-481 BOOKS-GENERAL COLLECTION	43.33	
Total RECORDED BOOKS, LLC:				337.66	
RECYCLING COALITION OF UTAH					
2068	RCU MEMBERSHIP	08/13/2014	10-41-210 SUBSCRIPTIONS & MEMBERSHIPS	250.00	
Total RECYCLING COALITION OF UTAH:				250.00	
ROCKY MOUNTAIN POWER					
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-60-270 UTILITIES	95.54	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-79-271 UTILITIES-STREET LIGHTING	7,224.30	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-92-270 UTILITIES	6,466.38	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	28-40-270 UTILITIES	8,833.44	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	55-40-270 UTILITIES	11.94	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-42-270 UTILITIES	4,594.09	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-76-270 UTILITIES	323.95	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-87-270 UTILITIES	3,671.23	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	22-40-270 UTILITIES	153.98	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	52-55-270 UTILITIES	2,672.43	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	61-40-270 UTILITIES	1,373.94	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-73-270 UTILITIES	933.11	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-83-270 UTILITIES	2,091.06	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	20-40-270 UTILITIES	8,785.92	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	51-40-270 UTILITIES	110,748.09	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	56-41-270 UTILITIES	384.08	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-53-635 FESTIVAL PROMOTIONS	60.37	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-79-272 UTILITIES-RAIL ROAD CROSSING	68.85	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	10-90-270 UTILITIES	1,497.61	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	24-40-270 UTILITIES	4,636.21	
JULY 2014	75494886-019 4-JULY 2014	08/07/2014	53-56-270 UTILITIES	222.23	
Total ROCKY MOUNTAIN POWER:				164,848.75	
ROCKY MOUNTAIN TRANSIT & LASER					
92287	CAD BOND ULTA BRIGHT/INKJET FIL	08/14/2014	10-81-240 OFFICE SUPPLIES & EXPENSE	242.24	
92334	BOND 20# XEROGRAPHIC	08/18/2014	10-81-240 OFFICE SUPPLIES & EXPENSE	83.70	
Total ROCKY MOUNTAIN TRANSIT & LASER:				325.94	
ROCKY RIDGE ROLL-OFFS, INC.					
7002	DUMP FEE 15 YDS CEDAR HARDBALL	08/08/2014	10-83-262 BUILDING & GROUND MAINTENANCE	200.00	
Total ROCKY RIDGE ROLL-OFFS, INC.:				200.00	
ROSS EQUIPMENT CO., INC.					
00101728	003017-RAPID ATTACK NO	08/05/2014	10-73-450 SPECIAL PUBLIC SAFETY SUPPLIES	470.00	
Total ROSS EQUIPMENT CO., INC.:				470.00	
ROYAL WHOLESALE ELECTRIC					
0980-495593	U2-20732-20 LED LIGHT/120 V LED WA	07/28/2014	52-55-290 SEWER LINE MAINTENANCE	2,036.80	
Total ROYAL WHOLESALE ELECTRIC:				2,036.80	
RUSH TRUCK CENTERS					
215275295	12181-ELEMENT AND KITS	07/07/2014	10-78-930 INVENTORY	130.26	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total RUSH TRUCK CENTERS:				130.26	
SCHLINDLER ELEVATOR CORPORATION					
9170040109	702303-ELEVATOR SERVICE	05/31/2014	20-40-262 BUILDING & GROUND MAINTENANCE	90.00	
9170040109	702303-ELEVATOR SERVICE	05/31/2014	10-92-262 BUILDING & GROUND MAINTENANCE	270.00	
9170040109	702303-ELEVATOR SERVICE	05/31/2014	10-42-262 BUILDING & GROUND MAINTENANCE	90.00	
9170040109	702303-ELEVATOR SERVICE	05/31/2014	24-40-262 BUILDING & GROUND MAINTENANCE	90.00	
9170040109	702303-ELEVATOR SERVICE	05/31/2014	56-41-262 BUILDING & GROUND MAINTENANCE	180.00	
9170040350	702303-ELEVATOR SERVICE	06/30/2014	24-40-262 BUILDING & GROUND MAINTENANCE	90.00	
9170040350	702303-ELEVATOR SERVICE	06/30/2014	10-42-262 BUILDING & GROUND MAINTENANCE	90.00	
9170040350	702303-ELEVATOR SERVICE	06/30/2014	20-40-262 BUILDING & GROUND MAINTENANCE	90.00	
9170040350	702303-ELEVATOR SERVICE	06/30/2014	56-41-262 BUILDING & GROUND MAINTENANCE	180.00	
9170040350	702303-ELEVATOR SERVICE	06/30/2014	10-92-262 BUILDING & GROUND MAINTENANCE	270.00	
9170040720	702303-ELEVATOR SERVICE JULY	07/31/2014	10-92-262 BUILDING & GROUND MAINTENANCE	270.00	
9170040720	702303-ELEVATOR SERVICE JULY	07/31/2014	56-41-262 BUILDING & GROUND MAINTENANCE	180.00	
9170040720	702303-ELEVATOR SERVICE JULY	07/31/2014	24-40-262 BUILDING & GROUND MAINTENANCE	90.00	
9170040720	702303-ELEVATOR SERVICE JULY	07/31/2014	10-42-262 BUILDING & GROUND MAINTENANCE	90.00	
9170040720	702303-ELEVATOR SERVICE JULY	07/31/2014	20-40-262 BUILDING & GROUND MAINTENANCE	90.00	
Total SCHLINDLER ELEVATOR CORPORATION:				2,160.00	
SCHOLZEN PRODUCTS COMPANY					
902442	100592-MISC SUPPLIES	07/30/2014	51-40-255 WATER SYSTEM MAINTENANCE	22.92	
904135	100592-CHLORINE	08/07/2014	51-40-255 WATER SYSTEM MAINTENANCE	431.34	
904142	100592-MISC SUPPLIES	08/07/2014	51-40-255 WATER SYSTEM MAINTENANCE	437.64	
904964	100592-MISC SUPPLIES	08/12/2014	51-40-255 WATER SYSTEM MAINTENANCE	187.72	
905875	100592-1 1/2" VALVE BOX RISER	08/15/2014	51-40-255 WATER SYSTEM MAINTENANCE	225.00	
906130	100592-1"x18" SETTER W/GRIP ENDS	08/18/2014	51-40-255 WATER SYSTEM MAINTENANCE	2,058.00	
Total SCHOLZEN PRODUCTS COMPANY:				3,362.62	
SIX STATES DISTRIBUTORS, INC.					
20 065222	9835-TARP SYSTEM/TARP ARM KIT/M	08/07/2014	10-78-930 INVENTORY	2,354.29	
Total SIX STATES DISTRIBUTORS, INC.:				2,354.29	
SKY BLUE INDUSTRIES, INC.					
0026720-IN	CHEMICALS/LIQUID CHLORINE	05/02/2014	20-40-254 CHEMICALS	625.35	
Total SKY BLUE INDUSTRIES, INC.:				625.35	
SMITH HARTVIGSEN					
29876	IR001-FIRST WIND PROJECT AREA F	07/30/2014	10-60-620 COMMUNITY PROMOTION & RECRUIT	1,470.41	
Total SMITH HARTVIGSEN:				1,470.41	
SOCIETY FOR HUMAN RESOURCE MANAGEMENT					
01577936	01577936-MBRSHIP 11/14-10/31/15	10/31/2014	10-44-210 SUBSCRIPTIONS & MEMBERSHIPS	185.00	
Total SOCIETY FOR HUMAN RESOURCE MANAGEMENT:				185.00	
SOUTHERN UTAH OFFICE MACHINES					
64048	BINDERS - ACCOUNTS PAYABLE	07/18/2014	10-41-240 OFFICE SUPPLIES & EXPENSE	93.58	
64096	BINDERS - ACCOUNTS PAYABLE	07/22/2014	10-41-240 OFFICE SUPPLIES & EXPENSE	93.58	
64212	POLICE DEPT - FIX COPY MACHINE	07/31/2014	10-70-252 EQUIPMENT MAINTENANCE	167.99	
64394	BINDERS - ACCOUNTS PAYABLE	08/15/2014	10-41-240 OFFICE SUPPLIES & EXPENSE	93.58	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total SOUTHERN UTAH OFFICE MACHINES:				448.73	
SOUTHWEST PLUMBING SUPPLY					
S2279409.001	113-HOLE SAW	07/02/2014	10-79-410 SPECIAL DEPARTMENT SUPPLIES	32.85	
S2299540.001	113-MISC SUPPLIES	08/15/2014	51-40-255 WATER SYSTEM MAINTENANCE	1,263.90	
Total SOUTHWEST PLUMBING SUPPLY:				1,296.75	
SPECTRATEK LAW ENFORCEMENT TECH.					
121419-C14	121419-ANNUAL SERVICE CONTRACT	07/31/2014	76-40-210 EQUIPMENT, SUPPLIES, OPERATING	750.00	
Total SPECTRATEK LAW ENFORCEMENT TECH.:				750.00	
SPECTRUM					
2000036787	LEGAL NOTICE	07/12/2014	10-41-220 PUBLIC NOTICES	50.57	
2000037430	06100014 000-ADV CC FENCING PROJ	07/21/2014	51-40-722 CAP OUTLAY-CEDAR CANYON TANK	27.16	
2000037430	06100014 000-ADV CC FENCING PROJ	07/21/2014	51-40-720 CAP OUTLAY-BUILDINGS	68.46	
2000037430	06100014 000-ADV CC FENCING PROJ	07/21/2014	10-83-730 CAP OUTLAY-IMPROVEMENTS	33.06	
2000037830	000831ST-LEGAL NOTICE/BRD OF AD	07/28/2014	10-41-220 PUBLIC NOTICES	95.05	
SP0034562	POLICE-SUBSCRIPTION	09/04/2014	10-70-210 SUBSCRIPTIONS & MEMBERSHIPS	243.13	
Total SPECTRUM:				517.43	
SPENCER ASPHALT MAINTENANCE					
2482	CRACK SEAL @ AIRPORT	08/18/2014	24-40-263 MAINTENANCE-ASPHALT	3,390.80	
2483	SEAL COT ASPHALT-AIRPORT	08/18/2014	24-40-263 MAINTENANCE-ASPHALT	2,984.80	
2484	CRACK SEAL-E BENCH TRAIL	08/18/2014	26-40-739 CAP OUTLAY-TRAIL EXPANSION	237.30	
Total SPENCER ASPHALT MAINTENANCE:				6,612.90	
STAKER PARSON COMPANIES					
3579965	260116-ASPHALT/SLURRY	07/21/2014	51-40-255 WATER SYSTEM MAINTENANCE	231.60	
3579991	260116-TYPE II ROAD BASE	07/22/2014	10-79-264 MAINTENANCE-SIDEWALKS	50.16	
3580259	260116-ASPHALT/SLURRY	07/17/2014	51-40-255 WATER SYSTEM MAINTENANCE	378.00	
3583387	260116-ASPHALT/SLURRY	07/22/2014	51-40-255 WATER SYSTEM MAINTENANCE	594.00	
3583432	260116-ASPHALT/SLURRY	07/23/2014	51-40-255 WATER SYSTEM MAINTENANCE	594.00	
3586479	260116-ASPHALT/SLURRY	07/29/2014	51-40-255 WATER SYSTEM MAINTENANCE	486.00	
3586487	260116-ASPHALT/SLURRY	07/29/2014	51-40-255 WATER SYSTEM MAINTENANCE	202.00	
3587312	260116-ASPHALT/SLURRY	07/30/2014	51-40-255 WATER SYSTEM MAINTENANCE	378.00	
3588190	260116-ASPHALT/SLURRY	07/31/2014	51-40-255 WATER SYSTEM MAINTENANCE	567.00	
3590747	260116-ASPHALT/SLURRY	08/04/2014	51-40-255 WATER SYSTEM MAINTENANCE	324.00	
3593457	260116-ASPHALT/SLURRY	08/07/2014	51-40-255 WATER SYSTEM MAINTENANCE	268.12	
3594840	260116-RMDELV READY MIX DELIVER	08/07/2014	51-40-255 WATER SYSTEM MAINTENANCE	594.00	
3596154	260116-ASPHALT/SLURRY	08/11/2014	51-40-255 WATER SYSTEM MAINTENANCE	486.00	
3597512	260116-ASPHALT/SLURRY	08/13/2014	51-40-255 WATER SYSTEM MAINTENANCE	540.00	
Total STAKER PARSON COMPANIES:				5,692.88	
STATE BANK OF SOUTHERN UTAH					
08042014	GO LIBRARY BONDS - INTEREST	08/04/2014	31-40-821 INT-LIBRARY GO BOND	3,890.75	
08042014 STORM	SOTRM WATER REV BOND SERIES 2	08/04/2014	54-40-820 DEBT SERVICE-INTEREST	43,787.25	
Total STATE BANK OF SOUTHERN UTAH:				47,678.00	
STEWART BROTHERS ELECTRIC					
83954	REWIND UTILITY WATER MOTOR	08/08/2014	53-56-252 EQUIPMENT MAINTENANCE	1,356.40	

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Total STEWART BROTHERS ELECTRIC:				1,356.40	
STRAIGHT STRIPE PAINTING, INC.					
7826	MAIN ST TO 100 E 200 N 200 S AIRPO	06/30/2014	10-79-266 MAINTENANCE-STRIPING	1,153.36	
7868	600 S 300 W/FIDDLERS CNYON MAIN	06/30/2014	10-79-266 MAINTENANCE-STRIPING	3,097.29	
Total STRAIGHT STRIPE PAINTING, INC.:				4,250.65	
SUU ACCOUNTS RECEIVABLE					
S0027366	WATER LAB TESTING	07/17/2014	51-40-255 WATER SYSTEM MAINTENANCE	340.00	
S0027506	WATER LAB TESTING	07/30/2014	51-40-255 WATER SYSTEM MAINTENANCE	380.00	
S0027628	WATER LAB TESTING	08/14/2014	51-40-255 WATER SYSTEM MAINTENANCE	40.00	
S0027666	WATER LAB TESTING	08/18/2014	51-40-255 WATER SYSTEM MAINTENANCE	300.00	
Total SUU ACCOUNTS RECEIVABLE:				1,060.00	
SYSCO LAS VEGAS INC.					
604727348	CONCESSIONS MERCHANDISE	08/19/2014	20-40-482 MERCHANDISE-CONCESSIONS	532.39	
Total SYSCO LAS VEGAS INC.:				532.39	
TACTEC					
13566	FIRE DEPT-ANTENNA FOR NEW ENGI	07/19/2014	10-73-252 EQUIPMENT MAINTENANCE	42.50	
Total TACTEC:				42.50	
THATCHER COMPANY					
1342693	0309700-CHEMICALS	08/01/2014	53-56-254 CHEMICALS	3,272.66	
Total THATCHER COMPANY:				3,272.66	
TONGS FIRE EXTINGUISHER SER.					
8082	POLICE DEPT-FIRE EXT RE-CHARGE	08/06/2014	10-70-252 EQUIPMENT MAINTENANCE	20.50	
8084	AIRPORT-FIRE EXT RE-CHARGE	08/06/2014	24-40-262 BUILDING & GROUND MAINTENANCE	373.50	
8087	POLICE DEPT-FIRE EXT RE-CHARGE	08/08/2014	10-70-252 EQUIPMENT MAINTENANCE	73.50	
Total TONGS FIRE EXTINGUISHER SER.:				467.50	
TURN SECURE SHREDDING					
1304	BLANKET PO	06/30/2014	10-41-240 OFFICE SUPPLIES & EXPENSE	35.00	
Total TURN SECURE SHREDDING:				35.00	
UNIFIRST CORPORATION					
352 0338497	UNIFORM SERVICE	08/08/2014	53-56-262 BUILDING & GROUND MAINTENANCE	22.37	
352 0338497	UNIFORM SERVICE	08/08/2014	53-56-451 UNIFORM SERVICE	23.32	
352 0338825	200012-MATS	08/13/2014	61-40-262 BUILDING & GROUND MAINTENANCE	24.90	
352 0338864	UNIFORM SERVICE	08/13/2014	10-78-451 UNIFORM SERVICE	72.41	
352 0339355	UNIFORM SERVICE	08/20/2014	10-78-451 UNIFORM SERVICE	74.53	
Total UNIFIRST CORPORATION:				217.53	
UPPER CASE PRINTING, INK.					
8521	BLANKET PO	08/08/2014	10-41-221 NEWSLETTER	497.13	
Total UPPER CASE PRINTING, INK.:				497.13	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
URIECO CONSTRUCTION					
CAN WATER TNK #	CEDAR CANYON TANK PROJECT	08/15/2014	51-40-722 CAP OUTLAY-CEDAR CANYON TANK	113,985.75	
Total URIECO CONSTRUCTION:				113,985.75	
URSTA					
2014/2015	MEMBERSHIP DUES 2014/2015	08/06/2014	22-40-210 SUBSCRIPTIONS & MEMBERSHIPS	100.00	
Total URSTA:				100.00	
UT DIV OF EMERGENCY SERVICES &					
PIOT 9 2014	PUBLIC INF OFF TRAINING ADAMS/RO	08/18/2014	10-70-231 TRAVEL & TRAINING-ADMIN	400.00	
Total UT DIV OF EMERGENCY SERVICES &:				400.00	
UTAH BARRICADE COMPANY, INC.					
8381	CE8140-BARRICADES/DEL CHARGE	08/27/2013	57-40-635 CONCERT SERIES	472.50	
Total UTAH BARRICADE COMPANY, INC.:				472.50	
UTAH MUNICIPAL CLERKS ASSOC.					
UMCA 2014 ANNU	UMCA ANNUAL CONF-RENON SAVAG	08/11/2014	10-44-230 TRAVEL & TRAINING	195.00	
Total UTAH MUNICIPAL CLERKS ASSOC.:				195.00	
UTAH OUTDOOR POWER EQUIP					
162205	WATER PUMP	08/04/2014	10-79-410 SPECIAL DEPARTMENT SUPPLIES	535.00	
Total UTAH OUTDOOR POWER EQUIP:				535.00	
UTAH RISK MGMT MUTUAL ASSN					
07302014	2000-0007-AUTO PHYS DAMAGE INS	07/30/2014	22-40-510 INSURANCE & SURETY BONDS	597.00	
2015-000004	2000-0007-JILLIAN SEYMOUR CLAIM	07/31/2014	10-70-511 LEGAL CLAIMS	6,671.54	
2015-000004	2000-0007-MATTHEW BLAIR CLAIM	07/31/2014	10-83-511 LEGAL CLAIMS	125.00	
2015-000004	2000-0007-EPHRAIM CORNEJO CLAIM	07/31/2014	10-70-511 LEGAL CLAIMS	2,925.00	
Total UTAH RISK MGMT MUTUAL ASSN:				10,318.54	
UTAH STATE TAX COMMISSION					
AUGUST 2014	SALES TAX AUGUST 2014	08/21/2014	10-41-612 SALES TAX	18.52	
AUGUST 2014	SALES TAX AUGUST 2014	08/21/2014	28-40-612 SALES TAX	5,273.29	
AUGUST 2014	SALES TAX AUGUST 2014	08/21/2014	10-34-754 CROSS HOLLOW CENTER USE FEES	361.29	
AUGUST 2014	SALES TAX AUGUST 2014	08/21/2014	55-40-612 SALES TAX	126.68	
AUGUST 2014	SALES TAX AUGUST 2014	08/21/2014	20-40-612 SALES TAX	4,218.59	
Total UTAH STATE TAX COMMISSION:				9,998.37	
Grand Totals:				1,238,369.77	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Dated:					
Mayor:					
City Council:					

City Recorder: Benon Savage
City Treasurer: Wendy C. Bozup

Report Criteria:
Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
CLASSIC HOLIDAY LIGHTING					
6031	MAIN ST/FESTIVAL HALL INSTALL LIG	08/14/2014	57-40-262 BUILDING & GROUND MAINTENANCE	5,835.00	08/25/2014
Total CLASSIC HOLIDAY LIGHTING:				5,835.00	
Grand Totals:				5,835.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder:

Renon Savage

City Treasurer:

Wendy C. Boring

LEASE AGREEMENT

This agreement is entered into on the ____ day of _____, ~~2013~~ 2014, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as CITY; and Youth & Enthusiasts Together for Ice, Inc., a Utah not for profit corporation, hereinafter referred to as YETI.

WHEREAS, CITY owns and operates the Hills Recreational Complex located in the vicinity of Royal Hunte Drive and 1950 West. This complex is situated on approximately 51.53 acres of land upon which CITY has made a substantial investment constructing ball fields, a dual purpose recreational and water distribution lake, an aquatic center, associated parking facilities, restrooms, and associated infrastructure; and

WHEREAS, on the Northeast corner of CITY's aquatic center there is an area of property that has been designed and planned for future expansion of the Aquatic Center. This area has been designed to accommodate an indoor multiple use facility that would house multiple sport courts, walking paths, exercise facilities, and other such facilities as CITY may choose to program into the space. The future facility is known as the MAC center. The currently vacant parcel of property where the MAC center is scheduled to be built consists of approximately thirty nine thousand seven hundred square feet (39,700 sq. ft.); and

WHEREAS, YETI is a local citizen volunteer group with a stated mission to create a safe and fun environment and facility for families and friends to gather while participating in healthy, invigorating, and family oriented activities revolving around ice sports while including public ice skating, figure skating, and hockey; and

WHEREAS, YETI has leased equipment necessary to construct and maintain an ice rink;
and

WHEREAS, YETI has asked CITY to enter into an agreement whereby YETI may, on a temporary and seasonal basis, locate its ice rink facilities on CITY property; and

WHEREAS, In 2013 CITY has agreed to lease YETI the parcel of property where the MAC center is planned to be located as a temporary and seasonal location for the ice rink.; and

WHEREAS, CITY and YETI experienced a positive experience during the first season.
There were some alterations CITY and YETI want to make to their agreement; and

WHEREAS, it is the express intent of CITY and YETI that this agreement supersede
the all prior written or oral agreements related to the lease of CITY property.

NOW THEREFORE, CITY and YETI agree that adequate consideration exists to support the formation of this lease agreement. CITY and YETI enter this agreement with the intent of documenting the lease of CITY property and setting forth each party's responsibilities.

ARTICLE I.

LEASED PROPERTY.

1. The property to be leased to YETI pursuant to the terms and conditions of this lease shall consist of: (A) a temporary ~~and seasonal~~ area where YETI will locate the ice rink, cooling equipment, equipment to maintain the ice, rental equipment, and all other material associated with the ice rink; (B) access to the ice rink for delivery of equipment and materials; (C) customer, volunteer, and employee parking and access to the ice rink; and (D) access to the Aquatic Center facilities.

- A. On a temporary and seasonal basis CITY leases to YETI the area to the Northeast

of the Aquatic Center that is intended for the future construction of the MAC center. This area consists of +/- thirty nine thousand seven hundred square feet (39,700 sq. ft.) and is depicted in exhibit "A" which is attached hereto and incorporated herein by this reference. This shall be the area within which YETI shall construct the ice rink, store and operate such equipment that is necessary to operate the ice rink, and locate such facilities that will be necessary to facilitate equipment rentals and ticket sales. This agreement contemplates YETI use of CITY property in an as is condition without further cost to CITY. CITY plans on spending a significant amount of money preparing the site for YETI's use. The items CITY will fund are not detailed in this agreement, but will be identified during CITY's RAP tax process.

- B. CITY leases to YETI access to the area where the ice rink will be located. Access for delivery of equipment and supplies necessary to operate the ice rink will be through the existing access road located to the east of the Aquatic Center. This access is not intended to facilitate general parking for customers, volunteers, or employees. This access is not intended for a drop off or pick up access for customers, volunteers, or employees. It is intended to facilitate short term pick up and delivery of equipment and supplies during construction, operation, and removal of the ice rink. This access also facilitates maintenance of the Aquatic Center and delivery of equipment to the Aquatic Center. By entering this lease CITY is not limiting its own use of the access road. YETI's use of the access road is not exclusive and YETI must share use of the road with CITY's

operations. Furthermore, there is a road to the east of the access road that provides vehicular access to the lake at the hills. Use of this road to facilitate YETI's operation is not included in this lease and YETI shall use its best efforts to keep employees, volunteers, and customers from parking along or using this road.

C. Access for customers, spectators, volunteers, and all YETI personnel shall be either through the Aquatic Center or through the walking path to the north of the Aquatic Center. All customers, spectators, volunteers, and YETI personnel shall be required to use the existing parking facilities located to the west of the Aquatic Center.

D. YETI and its volunteers, employees, spectators, and customers shall be allowed access to the Aquatic Center through existing public access points in order to access restroom facilities, CITY operated concession stand, and the lobby area as a warming area. This access will be limited to hours when the Aquatic Center is open for business. YETI will not be provided a key to the Aquatic Center. If access to the Aquatic Center is necessary during non-business hours YETI shall coordinate with the Aquatic Center staff and incur an additional ten dollar (\$10) per hour fee.

E. Limitations on use of leased property shall include the following:

I. Hours of operation for YETI shall be limited to 7 a.m. to 10:30 p.m.

Monday through Saturday. These operational hours shall apply to YETI staff maintenance activities for the rink as well any use of the rink by YETI's customers, volunteers, or any other person allowed to use the rink.

either with or without compensation to YETI. Use or maintenance of the rink is prohibited on Sundays.

2. The outdoor use of sound amplification equipment is only allowed between 10a.m. and 8 p.m.

3. Prior to October 1st YETI shall provide a detailed operational schedule to CITY for its anticipated season. The schedule shall include hours of operation, including Holiday hours, league schedules, and other scheduled uses of the ice rink.

ARTICLE II.

LEASE AMOUNT.

1. CITY shall lease the space for the rink, the delivery access, the necessary parking, the necessary pedestrian access, and access to the Aquatic Center to YETI for three hundred dollars (\$300.00) or 3% of YETI's gross sales. For purposes of this agreement the term "gross sales" shall include all revenue from any of YETI's business whatsoever. This revenue shall specifically include revenue that may be paid to YETI prior to or after its regular season for all items, including but not limited to pre-sold season tickets, or revenue generated from sale of advertising space. The lease rate shall also include a cost for electrical and natural gas serviced. ~~during each month of its operating season, plus the costs for utilities as set forth herein.~~ YETI shall provide the Leisure Services staff an accounting on a monthly basis which shall include all gross revenue received by YETI from any source whatsoever. ~~The accounting shall include the number of paying customers served by YETI during the month and the gross revenue received.~~ During its

operating season, YETI shall pay to CITY the greater of three hundred dollars (\$300.00)
or 3% of its gross revenue, whichever is greater, Lease payments shall be paid by the
tenth (10th) day of the month after the month in which the revenue is received. The first
lease payment during the operating season shall include and account for all revenue
generated between the close of the prior season and re-opening for the current season.
Any partial months of operation shall be paid to CITY at a pro-rated amount. Any late
payments are subject to a 5% late charge per day YETI is late.

2. In addition to the base lease amount YETI will be required to pay CITY the cost of electricity and natural gas.
 - A. CITY will disclose to YETI CITY's power and natural gas bills for the three years
prior to YETI beginning operations. — past three (3) years of bills from its
electricity provider. For each month, during any part of which, YETI is
operating the ice rink the average of the three years electric and natural gas bills
will be calculated. This will provide an average cost per month for electricity and
an average cost per month for natural gas. CITY shall provide YETI the Aquatic
Center's electricity bills and natural gas bills for the months, or any portion
thereof, that YETI is operating the ice rink. YETI shall pay to CITY the
difference between the average cost per month for electricity and the amount of
CITY's monthly bills for electricity used during the months, or any portion
thereof, that YETI is operating the ice rink. YETI shall pay to CITY the
difference between the average cost per month for natural gas and the amount of
CITY's monthly bills for natural gas used during the months, or any portion

thereof, that YETI is operating the ice rink. YETI shall pay to CITY the cost for electricity and natural gas within ten (10) calendar days of receiving the billing information from CITY. If YETI does not make the payment within the time frames set forth herein CITY may impose a 5% late fee for each day YETI is late. ~~This shall be the method for calculating the electricity costs for the first year of the lease. If the lease is renewed for future years the cost shall be a fixed sum negotiated by the parties.~~

- B. The cost of water; and garbage removal, ~~and the utility cost associated with heating the water is~~ are included in the base rent and YETI will not receive a separate bill for these utilities.

ARTICLE III.

DURATION.

1. This lease agreement shall last for one (1) year from the time it is signed by both parties. The lease may be renewed by both parties on a year by year basis for as long as both parties are willing to extend the lease. During the renewal process the parties reserve the right to re-negotiate the terms contained herein.
2. During the term of the lease YETI shall have use of the property mentioned herein for the purposes of constructing, operating, maintaining, and removing the ice rink from the 1st of October through the 30th of April.

ARTICLE IV.

INDEPENDENT CONTRACTOR.

1. YETI, its employees, officers, agents, volunteers, and assigns shall have control over:

how they do their work; who provides the necessary tools and equipment for them to conduct their work; the method and manner of payment for their work; methods and manner of compensation for injuries during their work; and general matters related to their business. They are contractors providing a service. They are strictly independent contractors and in no way are they to be considered agents or servants of CITY and CITY is not liable for their actions.

2. YETI shall be required to purchase and display a sign in a conspicuous location so that customers entering the leased property will have an opportunity to read the sign. This sign may state the rules related to the ice rink, but the sign shall clearly identify that the ice rink is owned and operated by YETI and that YETI is an independent contractor and a separate entity from CITY.

ARTICLE V.

LIABILITY AND INSURANCE REQUIREMENTS.

1. YETI shall maintain its own workers compensation insurance policy in accordance with the laws of the State of Utah. Prior to beginning operation of the ice rink YETI shall provide CITY a copy of an insurance certificate showing YETI has adequate workers compensation insurance to meet Utah's statutory requirements.
2. YETI shall indemnify and hold harmless CITY, its elected and appointed officials, its employees, agents, and assigns from any and all injury to persons or property caused by the negligence in the operation of the ice rink, the access to the ice rink, or any of YETI's facilities located on the leased property. This is intended to include injury to persons and property of third parties as well as injury or damage to CITY's buildings, infrastructure,

and surrounding improvements. Prior to beginning operation YETI shall provide CITY with an insurance certificate naming CITY as an additional insured. The insurance certificate shall be in such an amount that its policy limits for individual, aggregate, and property meet or exceed the liability caps contained in the Utah Governmental Immunity Act and the associated Administrative Rules. The liability caps in the Utah Governmental Immunity Act and associated Administrative Rules are required to be adjusted every two (2) years. If this agreement is extended the insurance amounts will be re-evaluated and YETI will be required to purchase such insurance or umbrella coverage so that the coverage meets or exceeds the liability caps for the year in which they will be in operation.

ARTICLE VI.

USE AND ACCESS TO THE AQUATIC CENTER.

1. This lease shall include limited access to the Aquatic Center during hours when the Aquatic Center is open for business. The access shall be controlled by CITY and subject to CITY opening and closing of the building. YETI will not be provided a separate key to the building. The limited use of the Aquatic Center shall include:
 - (A) Access for YETI customers, volunteers, staff, and spectators from the parking lot to the ice rink;
 - (B) Access to the Aquatic Center restrooms for YETI customers, volunteers, staff, and spectators, and;
 - (C) Access to the Aquatic Center concession stands and lobby areas.
 - (D) YETI may request access to the Aquatic Center during off business hours, but

YETI will have to pay CITY an additional ten dollars (\$10) per hour for off hour access.

(E) YETI, its staff and all of its volunteers shall follow all duly established Aquatic Center Guidelines related to conduct within the building. In particular this shall include guidelines that children under 8 years of age must be closely supervised by a responsible adult.

2. This lease agreement shall not include the following uses of the Aquatic Center:
 - (A) Use of locker rooms;
 - (B) A key to the building;
 - (C) Use of the pools, and;
 - (D) Without a separate rental agreement, use of the multi-purpose rooms, locker rooms, showers, banquet rooms and storage areas.
3. YETI shall make arrangements to collect all of its entrance fees from its patrons at a location on the leased property. CITY will not collect fees from YETI patrons. City will not schedule ice time. As it relates to the ice rink CITY will not coordinate team activities. YETI shall be solely responsible for collecting its own fees and for scheduling all activities related to the ice rink.
4. Nothing in this lease shall be interpreted to allow CITY or YETI to attach anything to the exterior walls of the Aquatic Center.
5. YETI shall be responsible to provide notice that ice skates are prohibited from being worn within the Aquatic Center. YETI shall enforce a policy prohibiting ice skates from being worn in the Aquatic Center. YETI shall be strictly liable for any damage done to

the interior or exterior surfaces of the Aquatic Center resulting from any YETI customer, volunteer, employee, spectator, or invitee using ice skates. The insurance policy YETI is required to secure pursuant to the conditions of this lease agreement shall cover damage caused to any surface of the Aquatic Center by any YETI customer, volunteer, employee, spectator, or invitee using ice skates.

6. YETI shall be required to erect netting around the south and west sides of the ice rink to protect the Aquatic Center from being damaged by flying objects. This includes but is not limited to hockey pucks. The net must be of such a quality and height that is reasonably agreeable to CITY and YETI so that it is designed to protect the Aquatic Center.

ARTICLE VII.

PERMISSIBLE USE OF LEASED PROPERTY.

1. YETI agrees as a condition to this lease and to the use and occupancy of the leased property that YETI shall at all times use the lease property for the purpose of constructing, maintaining, operating, and disassembling an ice rink. It is the purpose of this lease to foster and abet the public private partnership in favor of providing a temporary and seasonal location for an ice rink. Uses of the leased property that are not normally incidental to the operation of an ice rink are prohibited.
2. YETI shall be responsible for the removal of snow and ice within the leased property. This shall include removal of snow and ice from the ice rink as well as pedestrian ways within the leased property. All snow and ice removed by YETI within the leased property shall be deposited within the leased property. YETI shall be responsible to

manage the snow and ice removal and shall also be responsible to keep people, particularly children, from playing on snow piles. YETI shall be liable for injury resulting from people, particularly children, playing on snow piles and said liability shall be covered by the insurance policies required in this lease agreement.

3. Prior to storing or using any hazardous materials on the leased property that are used to support the operation of the ice rink YETI shall tell the Aquatic Center management the type and quantity of hazardous material as well as information contained in the relevant material safety data sheets. CITY reserves the right to disallow the use or storage of any hazardous materials within the leased property. CITY shall not unreasonably withhold its consent to use such materials that are necessary for the operation of the ice rink.
4. Within the leased property YETI will be allowed to store such equipment and facilities as are necessary for the operation of the ice rink. Storage of other equipment, materials, or storage facilities is prohibited. Construction vehicles and equipment necessary to construct and remove the ice rink shall be allowed on the leased property during construction and removal. Construction vehicles and equipment shall be removed immediately when construction and removal activities are finished. Storage of vehicles on the leased property, other than those necessary for maintenance and operation of the ice rink, is prohibited.
5. YETI shall be responsible to monitor the leased property on at least a daily basis for trash and debris removal. YETI shall have access to CITY's garbage dumpster located on the east side of the Aquatic Center. All trash and debris shall be deposited in the CITY's dumpster. YETI may use onsite garbage cans during operational hours that it supplies,

but said cans shall be emptied daily into CITY's garbage dumpster.

6. YETI shall not permit any part of the leased property to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard. YETI shall not allow the leased property or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, rule or regulation concerning the operation of CITY's public parks and grounds.

ARTICLE VIII.

REMEDIES FOR DEFAULT.

1. Failure to abide by the terms and conditions of this agreement shall constitute an act of default. The non-defaulting party shall be required to provide the party alleged to be in default written notice of the default. The written notice shall state the provision of the agreement that it is alleged the defaulting party has violated and the actions of the defaulting party that are alleged to have caused to the default. This notice shall provide the alleged defaulting party 10 days to cure the default. If the party alleged to be in default requires additional time to cure the default, it may ask but it has to provide a reason why they need more time and a date by which the default will be cured.

Providing notice of default and an opportunity to cure as required in this paragraph shall in no way be interpreted to restrict or limit CITY's ability to assess late payment fees as set forth in this agreement.
2. If YETI is in default after being given notice and an opportunity to cure as contained herein CITY, in addition to any other remedy available at law or equity, may restrict any further customer access to the leased property until the default is cured.

3. YETI shall surrender the leased property to CITY in a condition that is free and clear of all of YETI's seasonal improvements no later than April 30th during each year that this agreement is in effect, or upon failure to cure a default where YETI has been given notice of the default and an opportunity to cure. ~~If YETI has failed to remove its equipment by the April 30th deadline, or by the end of its opportunity to cure a default, CITY may charge YETI a storage fee of twenty five dollars (\$25.00) per day, or CITY may remove YETI's property to a different location and charge YETI the labor and material costs for removing the property as well as a daily storage fee. CITY shall give YETI notice of the location where CITY has moved their property and an opportunity to inspect and remove their property. Prior to April 30th of each year YETI shall discontinue use of the ice rink, and conduct any necessary and appropriate maintenance activities so that the rink and other equipment used during the operation of the ice rink may be stored on the property until the next season. YETI assumes all of the risk that its equipment may be stolen, damaged, or otherwise injured by storing its equipment on CITY's property. No bailment is created and CITY shall have no duty to protect YETI's property. If this agreement is terminated or not renewed YETI shall have twenty (20) days to remove all of its equipment from CITY's property. Any equipment not removed shall be forfeit to CITY.~~
4. Once the notice and opportunity to cure provisions of this agreement have been complied with, this agreement shall not be interpreted to restrict or prohibit CITY or YETI from exercising any legal or equitable remedies they may have.

ARTICLE IX.

MISCELLANEOUS PROVISIONS.

1. YETI's interest in this lease may not be subordinated, mortgaged, hypothecated or otherwise encumbered without the express prior written consent of CITY.
2. No assignment of YETI's leasehold interest in the leased property will be permitted without the express written consent of CITY. All assignments of YETI's leasehold interest herein shall be subject to and regulated by all of the conditions in this lease agreement.
3. This agreement is between YETI and CITY. It is not intended to create any interest on behalf of any third party. No third party or third party group that may wish to use the ice rink shall have any rights or remedies under this agreement.
4. CITY at its sole option may include material produced by YETI in CITY advertising. This may include pamphlet stands, web sites, Facebook, and other such advertising methods that CITY may have that do not cost CITY additional revenue to include YETI material. This shall only include materials that YETI has published, CITY will not write advertisement material for YETI. This does not include advertisement opportunities that CITY has that CITY normally sells to third parties. CITY reserves the right to reject any advertising material submitted by YETI that CITY deems to be offensive or in poor taste.
5. YETI shall provide CITY with a contact list for its employees and volunteers. This contact list shall include working phone numbers, names, and a title showing what capacity each individual has within the YETI organization. The contact list may also include email addresses.
6. YETI shall adopt an emergency plan designed to protect people and property in the case

of an emergency situation arising on the leased property. YETI shall maintain at least one employee or volunteer on the property during all business hours that has a charged and operable cell phone. YETI shall train its employees and volunteers as to what actions they are to take during an emergency.

7. CITY's failure to enforce one or more of the terms herein is not a waiver. No failure by CITY to insist upon the strict performance of any term, condition or covenant of this agreement or to exercise any right or remedy available on a breach of any condition or covenant of this agreement, and no acceptance of full or partial rent or performance hereunder shall constitute a waiver of any such breach or any such term, condition or covenant. No term, condition or covenant of this agreement required to be performed by YETI, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by CITY. No waiver of any breach shall affect or alter any term, condition, or covenant of this agreement, and such term, condition, or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by CITY as provided in this agreement.
8. CITY shall have the right to enter upon the leased property during reasonable hours (except in an emergency) to examine the leased property and take care of any CITY infrastructure thereon. CITY may access the leased property to abate any nuisances or hazardous conditions on the leased property. If CITY has to abate a nuisance or hazardous condition on the leased property CITY shall have the right to bill YETI for such services and YETI shall have the obligation to pay said bill.

9. YETI represents that it has examined the leased property and accepts the leased property in as is condition without any representation or warranty, express or implied in fact or by law, by CITY as to the title, nature, condition or usability of the property for the purpose set forth herein. CITY warrants to YETI that it has title to the property, and the capacity, both legal and actual, to enter into this lease and to grant the leasehold estate, subject to any applicable terms and conditions of any bonds used in the construction of the Aquatic Center that may be outstanding and that may have an impact on the leasehold estate.
10. YETI shall maintain all appropriate licensing as well as collecting and paying all appropriate sales and use taxes. This includes, but is not limited to, obtaining a CITY business license, obtaining a state tax I.D. number, and paying to the State of Utah all applicable sales and use taxes.
11. CITY shall not be responsible for any washouts, subsidance, avulsion, or settling of the premises, nor for any injury caused thereby to YETI's property or any person occupying the property. CITY shall not be obligated to replace, refill, or improve any part of the leased premises during YETI's occupancy, in the event of such washouts, subsidance, avulsion, or settling of the property.
12. No destruction or damage to any structure or improvement on the leased property, or that affects access to or use of the property, by act of God, acts of terror, civil unrest, military action, by fire, rain, snow, ice, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall entitle YETI to surrender possession of the leased property, to terminate this lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter.

13. Conditioned upon YETI's paying the rent provided herein and performing and fulfilling all covenants, agreements, terms, duties, responsibilities, and conditions contained in this lease agreement, YETI shall have and may enjoy the leased premises.
14. This agreement shall not be modified, altered, or changed in any way whatsoever unless in writing and signed by CITY and YETI.
15. Any notice required to be given by this agreement shall be deemed to have been sent and received if sent via regular first class mail, postage prepaid, or by email to the following:

Cedar City Corporation
c/o Leisure Services Director
10 North Main Street
Cedar City, Utah 84720
rdan@cedarcity.org

YETI
c/o Kerry Fain
2433 West 5900 North
Cedar City, Utah 84721
kerry@yetiskates.org

If CITY or YETI change the above contact information they shall notify the other party within 30 days of said change.

16. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah or in any other successor district court of competent jurisdiction.
17. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided the invalidity of such covenant, condition or provision does not materially prejudice either CITY or YETI in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this agreement.

18. CITY has ~~agreed to allocate up to~~ constructed improvements upon the leased property including, but not limited to providing necessary power, hot water, lighting, and fencing around the leased property costing approximately \$93,000.00 ~~from CITY's fiscal year~~ ~~2013—2014 recreation, arts, and parks (RAP) tax funds to be used in some manner~~ ~~toward providing necessary earthwork, electricity, fencing, or other miscellaneous~~ ~~improvements that may be deemed necessary to prepare the leased property for the ice~~ ~~rink.~~ The use of CITY revenue from any source ~~the RAP tax funds~~ is at the sole discretion of CITY. Use of ~~future years RAP tax funds~~ City revenue from any source is at the sole discretion of CITY in compliance with CITY ordinance and State Statute. ~~In~~ ~~addition to RAP tax funding nothing~~ Nothing in this agreement shall be interpreted to prohibit or require CITY to expend funds or use equipment to support the ice rink.
19. This is an integrated agreement. No prior or subsequent written or oral representations from CITY or YETI shall be deemed to modify this agreement, modifications shall only be allowed as contained herein. This agreement shall be interpreted on the four corners of the agreement.
20. This agreement has been provided to YETI and CITY and both parties have been provided ample opportunity to review and contribute to the agreement. This is a negotiated agreement and it shall not be interpreted against the author due to the fact that the author wrote the agreement.
21. Each person signing this agreement represents that they have done everything necessary to be able to bind each entity to the provisions contained herein.
22. During the term of this lease, and any extension thereof, CITY agrees not to compete with

YETI by purchasing, constructing, and operating an ice rink. If CITY determines it is in CITY's best interest to enter the ice rink business CITY will consider purchasing YETI's equipment. Any purchase of YETI's equipment is at the sole discretion of CITY.

CITY's SIGNATURE PAGE.

Dated this ____ day of _____, ~~2013~~ 2014.

JOE BURGESS MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2014 ~~2012~~, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson ~~Joe Burgess~~, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that ~~she~~ the said Maile L. Wilson ~~Joe Burgess~~ and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

YETI's SIGNATURE PAGE.

Dated this _____ day of _____, 2014 ~~2013~~.

KERRY FAIN
PRESIDENT
YETI

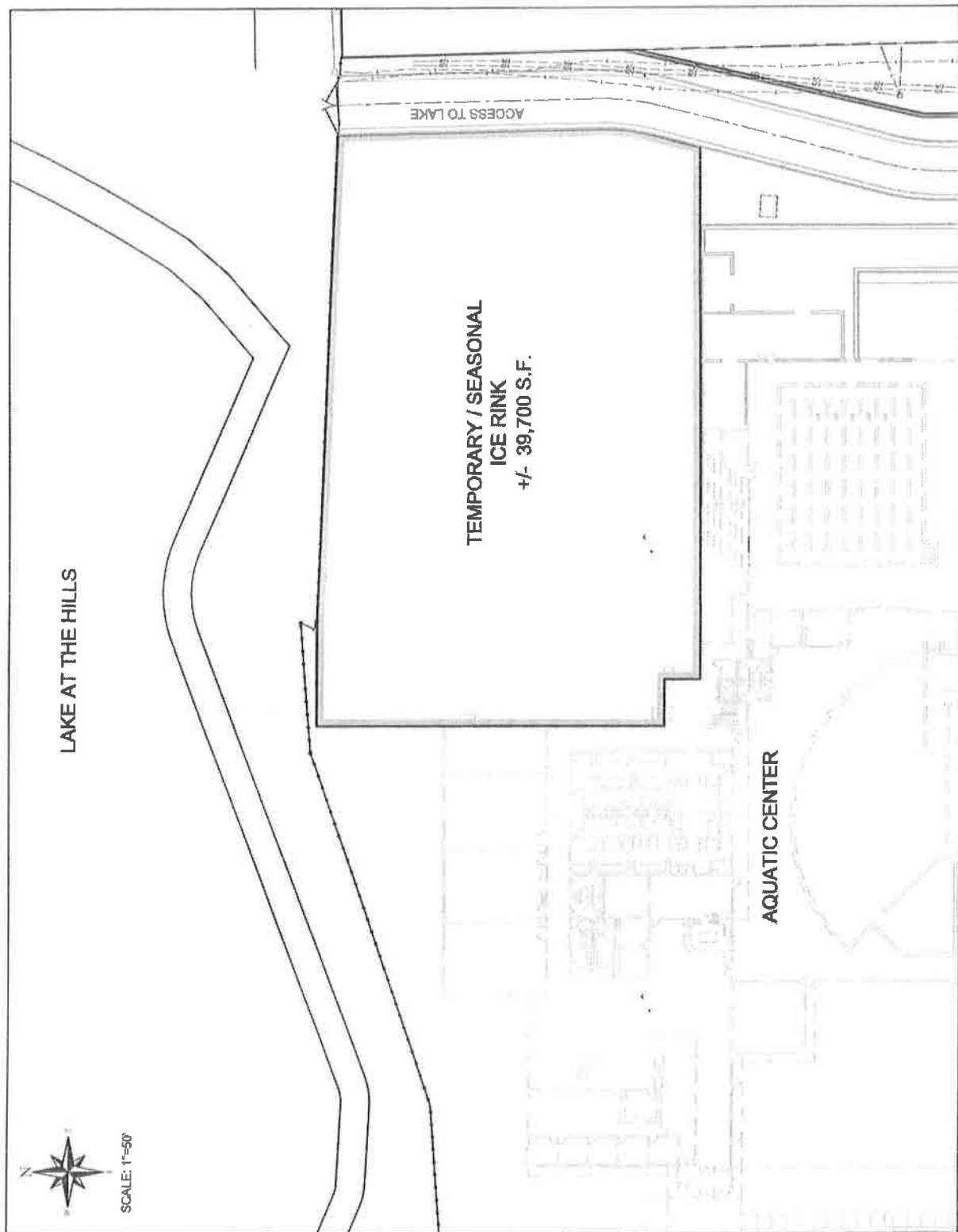
STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On this _____ day of _____, 2014 ~~2013~~, personally
appeared before me KERRY FAIN who duly acknowledged to me that she signed the above and
foregoing document.

NOTARY PUBLIC

EXHIBIT “A”

Map showing temporary/seasonal ice rink leased property.



RESOLUTION NO. _____**RESOLUTION OF CEDAR CITY, UTAH, APPROVING THE ASSIGNMENT OF THE CABLE
TELEVISION FRANCHISE.**

WHEREAS, Bresnan Communications, LLC ("Franchisee") owns, operates, and maintains a cable television system ("System") serving Cedar City, Utah pursuant to a franchise agreement (the "Franchise") issued by Cedar City (the "Franchise Authority"), and Franchisee is duly authorized holder of the Franchise; and

WHEREAS, TDS Baja Broadband LLC ("Purchaser") has entered into an Asset Purchase Agreement (the "Agreement") with Franchisee in which, among other things, the Franchisee proposes to sell and assign to Purchaser certain of the assets, including the Franchise, used by Franchisee in the operation of the System (the "Transaction"); and

WHEREAS, Franchisee and Purchaser have requested the consent of the Franchise Authority for the assignment of the Franchise in accordance with the requirements of the Franchise and applicable law and have filed with the Franchise Authority a franchise assignment application on FCC Form 394 that includes relevant information concerning the Transaction and the legal, technical and financial qualifications of Purchaser (collectively, the "Application"); and

WHEREAS, the Franchise Authority has reviewed the Application, examined the legal, financial and technical qualifications of Purchaser, followed all required procedures to consider and act upon the Application, and considered the comments of all interested parties; and

WHEREAS, the Franchise Authority believes it is in the interest of the community to approve the Application and the assignment of the Franchise and the System to Purchaser, as described in the Application.

NOW THEREFORE BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

SECTION 1. The Franchise Authority hereby consents to the Transaction, to the extent required by the terms of the Franchise and applicable law.

SECTION 2. The Franchise Authority confirms that (a) the Franchise was properly granted or assigned to the Franchisee and is in full force and effect, (b) the Franchise represents the entire understanding of the parties, the Franchisee has no obligations to the Franchise Authority other than those specifically stated in the Franchise, and the Franchise has not been amended or modified in any respect; (c) the Franchisee has properly invoked its franchise renewal rights under Section 626 of the Cable Communications Policy Act of 1984, as amended; and (d) the Franchisee is in compliance with the provisions of the Franchise and applicable law, and there exists no fact or circumstance known to the Franchise Authority which constitutes or which,

with the passage of time or the giving of notice or both, would constitute a default or breach under the Franchise or would allow the Franchise Authority to cancel or terminate the rights of Franchisee thereunder.

SECTION 3. The Franchise Authority hereby consents to and approves (a) the pledge or grant of security interest to any lender(s) in Purchaser's assets, including, but not limited to, the Franchise, or of interests in Purchaser, for purposes of securing any indebtedness; and (b) the assignment or transfer of Purchaser's assets, including the Franchise, provided that such assignment or transfer is to any entity directly or indirectly controlling, controlled by or under common control with Purchaser.

SECTION 4. The Franchise Authority's approval of the Application and its consent to the assignment of the Franchise to Purchaser shall be effective simultaneously with the closing of the Transaction, and Purchaser shall notify the Franchise Authority upon the closing of the Transaction (the "Closing Date").

SECTION 5. The Franchise Authority releases the Franchisee, effective upon the Closing Date, from all obligations and liabilities under the Franchise and applicable law that accrue on and after the Closing Date; provided that Purchaser shall be responsible for any obligations and liabilities under the Franchise that accrue on and after the Closing Date.

SECTION 6. This Resolution shall have the force of a continuing agreement with Franchisee and Purchaser, and the Franchising Authority shall not revoke, amend or otherwise alter this Resolution without the consent of the Franchisee and Purchaser.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2014.

Ayes____ Nays____ Abstained____

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER